



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, April 21, 2020

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 a.m.**
- B. MOMENT OF SILENCE**
- C. PLEDGE OF ALLEGIANCE: Commissioner Rita Pritchett, District 1**
- D. MINUTES FOR APPROVAL: December 10, 2019 Regular**
- E. RESOLUTIONS, AWARDS AND PRESENTATIONS**
 - E.1. Proclaiming April 22, 2020 as Earth Day, District 1**
- F. CONSENT AGENDA (The entire Consent Agenda will be passed in one motion to include everything under Section F.)**

Development and Environmental Services Group

Public Works Department

- F.1. Approval Re: Change Order No. 4B for the Pineda Causeway Grade Separation Overpass - District 4**
- F.2. Approval Re: Amendment to Viera Wayfinding Signage Right of Way Use Agreement with The Viera Company - District 4**

- F.3.** Approval Re: Interlocal Agreement with the School Board for Ralph M. Williams, Jr. Elementary Access Improvements - District 4
- F.4.** Approval Re: Funding and Maintenance Agreement with The Viera Company and Central Viera Community Association; Joint Participation Agreement and Resolution with the State of Florida Department of Transportation; and Permission to Advertise, Award and Execute the Construction Contract for the Viera Boulevard Interstate 95 Interchange Landscaping Improvements - District 4
- F.5.** Approval Re: Task Order PO-005 with DRMP, Inc. for Additional Construction Management Services for the Pineda Causeway Grade Separation Overpass of the Florida East Coast Railway - District 4
- F.6.** Approval Re: Construction Contract Change Orders for the Intelligent Transportation System Construction for the St. Johns Heritage Parkway Northern Segment - District 5

Community Services Group

Parks and Recreation Department

- F.7.** Approval, RE: Property Access License Agreement at Watts Park, Merritt Island, Florida

Transit Services Department

- F.8.** Approval, Re: Authorizing Resolution, Grant Application, Execution of Follow Up Grant Agreement with Federal Transit Administration re: FY2020 Space Coast Area Transit CARES Act Formula Grant
- F.9.** Request permission to modify Board Direction regarding Transit Service Development Grant Applications for new Transit Bus Routes.

Public Safety Group

Fire Rescue

- F.10.** Request for First Extension of Existing Interlocal Agreement Between Brevard County and the City of Palm Bay for Automatic Aid, E-911 Dispatch Services and Facility Use to September 30, 2020.

Support Services Group

Budget

- F.11.** Acknowledge receipt of FY2018-2019 Redevelopment Agencies Annual Reports for the fiscal year ending September 30, 2019.

F.12 Approval of Budget Change Requests

Administrative Services Group

County Manager

F.13. Precinct Boundaries - Altered
(Chapter 101.001 (1) F.S.)

Miscellaneous

F.14. Request for Approval, Re: CareerSource Brevard- Local Plan 2020-24; Memorandum of Understanding Chief Elected Official; Memorandum of Understanding/Infrastructure Funding Agreement & Addendum One-Stop Operator

F.15. Appointment(s) / Reappointment(s)

F.16 Resolution recognizing National Drug Court Month, District 2

G. PUBLIC COMMENTS

H. PUBLIC HEARINGS

H.1.

Petition to Vacate, Re: Public Utility Easements - 856 Laurel Circle - "Barefoot Bay Unit Two, Part Twelve" Plat Book 22, Page 79 - Barefoot Bay - Barry Southard and Valerie Gallo - District 3

I. UNFINISHED BUSINESS

I.1. Discussion Re: Interlocal Agreement with the City of Palm Bay for the St. Johns Heritage Parkway Intersection and Babcock Street - Districts 3 and 5

J. NEW BUSINESS

Add Ons

J.1. Legislative Intent and Permission to Advertise RE: Code Revisions to On-premise Consumption for Alcoholic Beverages

J.2.

Brevard County Fire Rescue - Public Health and Social Services Emergency Fund Grant

K. PUBLIC COMMENTS

L. BOARD REPORTS

- L.1. Frank Abbate, County Manager
- L.2. Eden Bentley, County Attorney
- L.3. Rita Pritchett, Commissioner District 1, Vice Chair
- L.4. Bryan Lober, Commissioner District 2, Chair
- L.5. John Tobia, Commissioner District 3
- L.6. Curt Smith, Commissioner District 4
- L.7. Kristine Isnardi, Commissioner District 5

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 Resolution 2014-219 Section VIII (8.1) the agenda shall provide a section for public comment limited to thirty (30) minutes 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. During this thirty (30) minute segment of public comment, speakers will be heard in the order in which they turned in a speaker card asking to be heard. Any speaker not heard during the first thirty (30) minute segment will be heard during a second public comment segment held at the conclusion of business specified on the regular Commission agenda. 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.



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Resolution/Award/Presentation

E.1.	4/21/2020
------	-----------

Subject:

Proclaiming April 22, 2020 as Earth Day, District 1

Fiscal Impact:

None

Dept/Office:

District 1 Commission Office

Requested Action:

It is requested that the Board of County Commissioners approve a Proclamation declaring April 22, 2020 as Earth Day.

Summary Explanation and Background:

Clerk to the Board Instructions:

Please frame

**PROCLAIMING APRIL 22ND, 2020
EARTH DAY
IN BREVARD COUNTY**

WHEREAS, the Brevard County Board of Commissioners recognizes that April 22nd, 2020 marks the 50th anniversary of the first Earth Day which mobilized 10% of the United States population at that time, for the purpose of protecting our planet; and

WHEREAS, Earth Day is intended to inspire awareness and appreciation for the Earth's natural environment and reaffirm our commitment to leave a clean, healthy Earth for our children and grandchildren; and

WHEREAS, Earth day holds major international significance with the fight for a clean environment having increasing urgency as citizens of the world rise up to demand far greater action for our planet and its people; and

WHEREAS, the theme for **Earth Day 2020 is CLIMATE ACTION focusing on not** only the enormous challenge but the vast opportunities that lie before us, distinguishing the issue as the most pressing topic for the 50th anniversary; and

WHEREAS, increasing awareness of the impact of our individual actions on the environment leads to understanding how every person, group and action being taken to improve our world through lifestyle changes as well as our actions on plastics pollution, species protection, tree plantings and local cleanups is a positive step in the fight against climate change.

NOW THEREFORE, BE IT RESOLVED, that the Brevard County Board of Commissioners recognizes Earth Day 2020, and urges our residents to participate in events across our County celebrating the 50th anniversary of EARTH DAY and become aware of the actions which each of us can adopt to make an impact and drive change that will protect our environment and the quality of life and wellbeing of all of us.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of April, 2020.



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1.

4/21/2020

Subject:

Approval Re: Change Order No. 4B for the Pineda Causeway Grade Separation Overpass - District 4

Fiscal Impact:

\$377,123.58 from the State of Florida Department of Transportation (F.D.O.T.) Joint Participation Agreement grant fund. Any costs not reimbursed by F.D.O.T. for Change Order No. 4B will be reimbursed by the City of Melbourne pursuant to the existing Interlocal Agreement. The County will not incur any costs for Change Order No. 4B.

Dept/Office:

Public Works Department/Finance and Contracts Administration

Requested Action:

It is requested the Board of County Commissioners approve and authorize the Chair to execute Change Order No. 4B in the amount of \$377,123.58. It is further requested the Board approve any necessary Budget Change Requests associated with this action.

Summary Explanation and Background:

The County and the State of Florida Department of Transportation entered into the Joint Participation Agreement for the Pineda Causeway Grade Separation Overpass project in December 2011. In July 2017, the City of Melbourne and the County entered into an Interlocal Agreement to facilitate the relocation of the City's water main within the project limits.

The County issued the Notice to Proceed to SEMA Construction, Inc. effective July 9, 2018. Following commencement of construction, the contractor encountered unforeseen constructability issues related to existing underground utilities owned by the City of Melbourne. These issues created the need for additional work and significantly impacted the project schedule. On October 22, 2019, the Board approved Change Order 4A which addressed the labor, materials, and equipment costs associated with the additional work due to these unforeseen constructability issues. As indicated on Change Order No. 4A, Change Order No. 4B will address the schedule impacts and contract time extension along with any and all associated costs.

Contract Change Order No. 4B was prepared by the Engineer of Record (DRMP, Inc.) and the Public Works Department and reviewed by the City of Melbourne and the contractor. Due to the schedule impacts associated with the underground utilities, Change Order No. 4B will result in a net increase of \$377,123.58 to the contract amount, and 192 calendar days will be added to the contract time. Note that 39 of the 192 calendar days are non-compensable; as such, the Maintenance of Traffic and Field Office line items are extended by 153 compensable calendar days as indicated on the Adjusted Pay Items attachment. The revised completion date is November 12, 2020.

In accordance with Administrative Order-29, Contract and Grant Administration, change orders greater than \$100,000 require Board approval. It is anticipated the cost associated with Change Order 4B fall within the scope of the Joint Participation Agreement, and the costs should be reimbursable by F.D.O.T. Any costs not reimbursed by F.D.O.T. for Change Order No. 4B will be reimbursed by the City of Melbourne pursuant to the aforementioned Interlocal Agreement.

Clerk to the Board Instructions:

Please return the Contract Change Order No. 4B for the Pineda Causeway Grade Separation Overpass to the Public Works Department for further execution.

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor:	
2. Fund/Account #:	3. Department Name:
4. Contract Description:	
5. Contract Monitor:	7. Contract Type:
6. Dept/Office Director:	

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u> <u>YES</u> <u>NO</u>	<u>SIGNATURE</u>
User Agency		_____
Risk Management		_____
County Attorney		_____

SECTION III – REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u> <u>YES</u> <u>NO</u>	<u>SIGNATURE</u>
User Agency		_____
Risk Management		_____
County Attorney		_____



SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



BOARD OF COUNTY COMMISSIONERS

Public Works Department

2725 Judge Fran Jamieson Way
Building A, Room 201
Viera Florida 32940
321-617-7202

Contract Change Order #4B

Originating Department: Public Works Department

Project Title: Pineda Causeway Overpass/Project#1240002

Contract Number: 3961

Original Contract Amount: \$13,595,595.00

List of Previous Contract Change Orders (C.O.) by Number and Price:

C.O.#1 - \$11,262.67, C.O.#2 - \$36,132.93, C.O.#3 - \$9,154.88, C.O.#4A - \$542,216.32, C.O.#5 - \$540.00, C.O.#6 - \$10,872.86.

Proposed Contract Change Order Description and Cost:

Contract Change Order #4B (C.O.#4B) is requested due to encountered unforeseen constructability issues related to existing underground utilities. These issues caused significant impacts to the project schedule and created the need for additional work. C.O.#4A addressed the labor, materials, and equipment costs associated with the additional work due to these unforeseen constructability issues, and was approved by the Board on October 22, 2019. As indicated in C.O.#4A, which is attached and incorporated herein as Exhibit B, C.O.#4B shall address all of the schedule impacts, and identifies extension of the contract time along with any and all associated costs related thereto.

Due to the schedule impacts associated with the underground utilities, Contract C.O.#4B will result in a net increase of \$377,123.58 to the contract amount, and 192 calendar days will be added to the contract time. Note that 39 of the 192 calendar days are non-compensable, hence the Maintenance of Traffic and Field Office line items are extended by 153 compensable calendar days as indicated on the attached Exhibit A: C.O.#4B Adjusted Pay Items. The revised completion date is now November 12, 2020.

Brevard County (Owner) and SEMA Construction, Inc. (Contractor) agree the contract time adjustment and sum agreed to in C.O.#4B constitute a full and complete settlement and release of any and all claims on the Project to April 15, 2020, including as to all issues raised or could be raised herein. This includes all claims for direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the Project, including as to all issues raised herein, as more defined below.

“CLAIM” or “CLAIMS” is defined as and shall refer to any and all claims, demands, liabilities, damages, complaints, causes of action, negligent acts, negligent omissions, breaches of contract, economic damages, non-economic damages, diminution in value, loss of use, loss of efficiency, idle equipment,

schedule delays, including attorneys' fees and costs, investigative costs, relocation costs, any and all damages recoverable for delays, and any other actionable omissions, conduct or damage of every kind and nature whatsoever, whether seen or unforeseen, whether known or unknown, whether in law or equity, whether heretofore asserted, which now exist, has ever existed, or hereafter may exist, which the parties ever had, may now have or may hereafter have by reason of any act or omission, matter, cause or thing arising out of or connected with the planning, development, design, engineering, engineering revisions, utility conflicts, construction, supervision, materials, or repair of same on the Project to date.

SEMA Construction, Inc. acknowledges the County's right to continue to enforce all provisions of the Contract thru completion of the Project. This includes provisions as to no damages for delay including with any future unforeseen utility conflicts and potential schedule delays and impacts.

Signature page for Contract Change Order #4B, Contract Number 3961

Approvals:

John R. Burkett, P.E., DRMP, Inc.
Engineer of Record

Rachel Gerena, P.E., Public Works Engineering
Brevard County

Ralph Reigelsperger, Public Works Director
City of Melbourne

Corrina Gumm, Interim Public Works Director
Brevard County

Attest:

Board of County Commissioners of
Brevard County, Florida

Scott Ellis, Clerk

By: _____
Bryan Lober, Chair

As approved by the Board on: _____

SEMA Seal

SEMA Construction, Inc.

By: _____
Bradley J. Spies, Vice President

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared _____ known to be the _____ of SEMA Construction Inc., who executed the foregoing instrument, and they acknowledged before me that they executed the same.

Witness my hand and official seal, _____ day of _____, 2020.

Notary Public

State of Florida

My Commission Expires:

Exhibit A: Adjusted Pay Items

Pineda Causeway Overpass Change Order 4B
Project #1240002
Contract #3961

					Previous Contract		Revised Contract		New Change	
Pay Item No.	Description	Reference	Unit Price	Unit	Quantity	Amount	Quantity	Amount	Quantity	Amount
102-1-B	MAINTENANCE OF TRAFFIC (Pro rata)	RFI#20 & 21	704.23	ED	0	\$0.00	144	\$101,409.12	144	\$101,409.12
109-71-1	FIELD OFFICE (300 SQ FT)	RFI#20 & 21	100.00	ED	639	\$63,900.00	783	\$78,300.00	144	\$14,400.00
109-71-2	FIELD OFFICE (600 SQ FT)	RFI#20 & 21	100.00	ED	639	\$63,900.00	783	\$78,300.00	144	\$14,400.00
919-21.1-01	OVERHEAD-LABOR & EQUIPMENT	RFI#20 & 21	227,480.218	LS	0	\$0.00	1	\$227,480.218	1	\$227,480.218
102-1-C	MAINTENANCE OF TRAFFIC (Pro rata)	RFI#51	704.23	ED	0	\$0.00	9	\$6,338.07	9	\$6,338.07
109-71-1	FIELD OFFICE (300 SQ FT)	RFI#51	100.00	ED	783	\$78,300.00	792	\$79,200.00	9	\$900.00
109-71-2	FIELD OFFICE (600 SQ FT)	RFI#51	100.00	ED	783	\$78,300.00	792	\$79,200.00	9	\$900.00
919-21.1-02	OVERHEAD-LABOR & EQUIPMENT	RFI#51	11,296.176	LS	0	\$0.00	1	\$11,296.18	1	\$11,296.18
	Totals					\$284,400.00		\$661,523.58		\$377,123.58

RFI: Request for Information



BOARD OF COUNTY COMMISSIONERS

Public Works Department

2725 Judge Fran Jamieson Way

Building A, Room 201

Viera Florida 32940

Contract Change Order #4A

Contract Number: 3961

Originating Department: Public Works Department

Project Title: Pineda Causeway Overpass/Project#1240002

Original Contract Amount: \$13,595,595.00

List Previous Contract Modifications by Number and Price: CO#1 \$11,262.67, CO#2 \$36,132.93, CO#3 \$9,154.88

Proposed Contract Change Order Description and Cost:

This request for a Contract Change Order (C.O.) is due to encountering unforeseen constructability issues related to existing underground utilities. These issues have created both the need for additional work and significant impacts to the project schedule. C.O. #4-A addresses the labor, materials, and equipment costs associated with the additional work. A future C.O. #4-B will address the delay component and will identify extension of the contract time along with any associated costs.

Request for Information (RFI) #19 was generated due to discovering that the location of an existing 4" force main was in conflict with a proposed 42" RCP storm pipe. RFI #19 was previously addressed in the County's C.O. #2 which was executed in December 2018. The resulting work was completed in January 2019.

In this current C.O., RFI #19 is revisited as there was required exploratory work performed by SEMA's subcontractor in October 2018 that was not identified in C.O. #2. Item No. 1050-1 will be added to account for the labor and equipment that was needed to dewater, excavate, and explore the area near the existing force main.

This additional work will result in an increase of \$3,248.07 to the contract amount.

RFIs #20 and #21 were generated due to unforeseen constructability issues related to the cased watermain (WM) crossings beneath the Florida East Coast right-of-way (FEC ROW) and beneath the Florida Department of Transportation's (FDOT) eastbound ramp to Highway US 1. A significant re-design of the WM system adjacent to and east of the FEC ROW and in proximity to FDOT's ramp was necessary to improve constructability and provide ease of long-term maintenance. Consequently Revisions 1 and 2 of the City of Melbourne Water Main Relocation Plans were developed. As shown on the attachment, many Item Nos. are affected by these RFIs, the associated plan revisions, and ensuing work.

This additional work associated with RFIs#20 and #21 will result in an increase of \$537,814.81 to the contract amount.

RFI#51 was generated as an additional sample point for the newly constructed WM adjacent to the FEC ROW was needed for the water quality testing process. Time was of the essence for this WM work, and in a cooperative effort, City of Melbourne personnel installed the sample point after the County's contractor SEMA unburied the WM, providing the necessary access. The quantity of Item No. 1080 11112 will increase by one (1) and an associated Item No. 1080 11112-1 will be added to account for the labor and equipment required to expose and then bury the WM.

Handling the WM sample point as described above will result in an increase of \$1,153.44 to the contract amount.

This Contract C.O. #4-A will result in a net increase of \$542,216.32 to the contract amount.

Signature page for Change Order #4A, Contract Number 3961

John R. Burkett

John R. Burkett, P.E., DRMP, Inc.

Ralph Reigelsperger

Ralph Reigelsperger, City of Melbourne
Public Works Director

Rachel Gerena

Rachel Gerena, P.E., Public Works Engineering

Corrina Gumm

Corrina Gumm, Interim Public Works Director

Attest:

Board of County Commissioners
of Brevard County, Florida

Scott Ellis

Scott Ellis, Clerk

By: Kristine Ishardi
Kristine Ishardi, Chair

As approved by the Board on: 10/22/19

Reviewed for legal form and content:

Assistant County Attorney

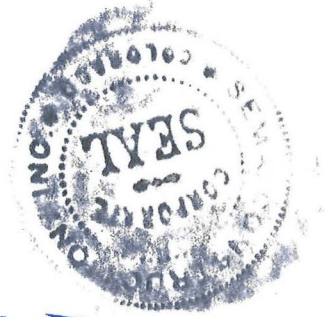
Assistant County Attorney

Attest:

SEMA Construction, Inc.

James L. Lennore

By: Bradley Spies
Steven C. Mills, Vice President-Contracts
Bradley Spies, President SE District.



ACKNOWLEDGMENT

STATE OF FL
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Steven C. Mills to me known to be the Vice President-Contracts of SEMA Construction Inc., who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal, this 21st day of November, 2019.

Patricia D. Kinsella

Notary Public

State of FL

My commission expires: 11/18/23



Patricia D. Kinsella
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG922834
Expires 11/18/2023

Pineda Causeway Overpass
Project #1240002 - Contract #3961
Change Order #4A

Item Number	Description	Reference	Unit	Unit	Previous Contract		Revised Contract		New Change	
			Price		Quantity	Amount	Quantity	Amount	Quantity	Amount
1050-1	UTILITY PIPE, EXPLORATION, (4" PVC FM)	RFI#19	3,248.07	LS	0	\$0.00	1	\$3,248.07	1	\$3,248.07
1050 42218	UTILITY PIPE, F&I, HDPE, WATER/SEWER, 18"	RFI#20 & 21	783.95	LF	0	\$0.00	104	\$81,531.01	104	\$81,531.01
1050 12516	UTILITY PIPE-STEEL, FURNISH, 30" CASING, (WELDED)	RFI#20 & 21	213.53	LF	0	\$0.00	187	\$39,929.80	187	\$39,929.80
425 2 92-1	MANHOLE J-8>10, FURNISH, (ACCESS VAULT)	RFI#20 & 21	4,157.50	EA	0	\$0.00	1	\$4,157.50	1	\$4,157.50
102-2-18	T&M, SPECIAL DETOUR 1, RESTORATION	RFI#20 & 21	10,352.36	LS	0	\$0.00	1	\$10,352.36	1	\$10,352.36
102-71-13	BARRIER WALL, TEMPORARY, F&I, LOW PROFILE, CONCRETE	RFI#20 & 21	48.00	LF	0	\$0.00	225	\$10,800.00	225	\$10,800.00
400-1-15	CONCRETE CLASS 1, MISCELLANEOUS	RFI#20 & 21	1,100.00	CY	0	\$0.00	5	\$5,500.00	5	\$5,500.00
1050 11424	UTILITY PIPE, F&I, DI/CI, WATER/SEWER, 8-19.9" (8")	RFI#20 & 21	110.00	LF	299	\$32,890.00	200	\$22,000.00	-99	-\$10,890.00
1050 11424	UTILITY PIPE, F&I, DI/CI, WATER/SEWER, 8-19.9" (16")	RFI#20 & 21	130.00	LF	1412	\$183,560.00	1593	\$207,090.00	181	\$23,530.00
1050 18005	UTILITY PIPE, PLUG & PLACE OUT OF SERVICE, 20-49.9" (GROUT FILL EXISTING 30" CASING)	RFI#20 & 21	379.58	LF	0	\$0.00	191	\$72,499.78	191	\$72,499.78
1050 18005	UTILITY PIPE, PLUG & PLACE OUT OF SERVICE, 20-49.9" (EXISTING 30" CASING, END TREATMENT, WELDING)	RFI#20 & 21	38,286.76	EA	0	\$0.00	2	\$76,573.52	2	\$76,573.52
1050 18005	UTILITY PIPE, PLUG & PLACE OUT OF SERVICE, 20-49.9" (EXISTING 30" CASING, END TREATMENT, MASONRY PLUG)	RFI#20 & 21	21,832.88	EA	0	\$0.00	2	\$43,665.75	2	\$43,665.75
1050 61130	UTILITY PIPE, STEEL, F&I, CASING, 30"	RFI#20 & 21	230.00	LF	321	\$73,830.00	134	\$30,820.00	-187	-\$43,010.00
1050 61130-2	UTILITY PIPE, STEEL, F&I, CASING, 30" 17/32" THICK WALL	RFI#20 & 21	1,767.84	LF	0	\$0.00	110	\$194,462.62	110	\$194,462.62
1055 11414	UTILITY FITTINGS, F&I, DI/CI, ELBOW, 8-19.9" (8")	RFI#20 & 21	360.00	EA	19	\$6,840.00	21	\$7,560.00	2	\$720.00
1050 11414	UTILITY FITTINGS, F&I, DI/CI, ELBOW, 8-19.9" (16")	RFI#20 & 21	1,300.00	EA	28	\$36,400.00	25	\$32,500.00	-3	-\$3,900.00
1055 11414-1	UTILITY FITTINGS, MATERIAL CREDIT, DI/CI, ELBOW, 8-19.9", (16")	RFI#20 & 21	-227.19	EA	0	\$0.00	3	-\$681.57	3	-\$681.57
1055 11454	UTILITY FITTINGS, F&I, DI/CI, CAP/PLUG, 8-19.9", (8"CAP)	RFI#20 & 21	4,800.00	EA	5	\$24,000.00	7	\$33,600.00	2	\$9,600.00
1055 11454	UTILITY FITTINGS, F&I, DI/CI, CAP/PLUG, 8-19.9", (12"CAP)	RFI#20 & 21	7,500.00	EA	3	\$22,500.00	2	\$15,000.00	-1	-\$7,500.00
1055 11454	UTILITY FITTINGS, F&I, DI/CI, CAP/PLUG, 8-19.9", (16"CAP)	RFI#20 & 21	8,600.00	EA	9	\$77,400.00	10	\$86,000.00	1	\$8,600.00
1080 11404	UTILITY FIXTURES, F&I, 8.0 - 19.9", VALVE ASSEMBLY, (8" GV)	RFI#20 & 21	1,400.00	EA	1	\$1,400.00	3	\$4,200.00	2	\$2,800.00
1080 11404	UTILITY FIXTURES, F&I, 8.0 - 19.9", VALVE ASSEMBLY, (16" GV)	RFI#20 & 21	7,500.00	EA	2	\$15,000.00	5	\$37,500.00	3	\$22,500.00
1080 11404	UTILITY FIXTURES, F&I, 8.0 - 19.9", VALVE ASSEMBLY, (16" GV SIDE ACTUATED)	RFI#20 & 21	6,800.00	EA	4	\$27,200.00	3	\$20,400.00	-1	-\$6,800.00
1080 24600	UTILITY FIXTURES, VALVE ASSEMBLY, REMOVE, (8" GATE VALVE)	RFI#20 & 21	2,228.85	EA	0	\$0.00	2	\$4,457.69	2	\$4,457.69
1644116 08	FIRE HYDRANT, STANDARD, F&I, 3 WAY, 2 HOSE, 1 PUMPER, 6"	RFI#20 & 21	3,600.00	EA	2	\$7,200.00	1	\$3,600.00	-1	-\$3,600.00
1644116 08-2	FIRE HYDRANT, 8' BURY, F&I, 3 WAY, 2 HOSE, 1 PUMPER, 6"	RFI#20 & 21	12,516.35	EA	0	\$0.00	1	\$12,516.35	1	\$12,516.35
425 2 92	MANHOLE J-8>10, FURNISH, (ACCESS VAULT)	RFI#20 & 21	10,000.00	EA	1	\$10,000.00	0	\$0.00	-1	-\$10,000.00
1080 11112	UTILITY FIXTURE, SAMPLE POINT, F&I	RFI#51	600.00	EA	12	\$7,200.00	13	\$7,800.00	1	\$600.00
1080 11112-1	UTILITY FIXTURE, SAMPLE POINT, F&I LABOR & EQUIPMENT	RFI#51	553.44	EA	0	\$0.00	1	\$553.44	1	\$553.44
Totals						\$525,420.00		\$1,067,636.32		\$542,216.32



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.2.

4/21/2020

Subject:

Approval Re: Amendment to Viera Wayfinding Signage Right of Way Use Agreement with The Viera Company - District 4

Fiscal Impact:

None

Dept/Office:

Public Works Department/Finance and Contracts Administration

Requested Action:

It is requested the Board of County Commissioners approve and authorize the Chair to execute the Amendment to Viera Wayfinding Signage Right of Way Use Agreement with The Viera Company to permit improvements to be installed and maintained in public easements located within the Central Viera and West Viera Planned Unit Developments.

Summary Explanation and Background:

On November 13, 2018, the County and The Viera Company entered into Viera Wayfinding Signage Right of Way Use Agreement to permit wayfinding signage to be installed and maintained in the Central Viera and West Viera Planned Unit Developments by The Viera Company. The Agreement granted The Viera Company permission to improve only the public rights-of-way by installing "Wayfinding Signage" and related landscaping, hardscape, irrigation, and/or other related improvements pursuant to plans and specifications approved by the County.

The County and The Viera Company desire to amend the Agreement to allow "Wayfinding Signage" improvements to also be installed in public easements dedicated to and accepted by the County pursuant to plans and specifications approved by the County. These public easements are located within the Central Viera and West Viera Planned Unit Developments. As such, the Agreement is amended to allow for improvements in public easements by adding language to Section 2 Definitions, Section 10 Indemnification and Insurance, and Section 11 Right of Entry. All other terms and conditions of the Agreement not amended shall remain in full force and effect. In accordance with Administrative Order-29, Contract and Grant Administration, the Amendment has been reviewed and approved by the County Attorney's Office and Risk Management.

Clerk to the Board Instructions:

Please return fully executed Amendment to Viera Wayfinding Signage Right of Way Use Agreement to the Public Works Department.

AMENDMENT TO VIERA WAYFINDING SIGNAGE RIGHT OF WAY USE AGREEMENT

This Amendment to Viera Wayfinding Signage Right of Way Use Agreement (this "Amendment") is made and entered into by and between The Viera Company, Inc., a Florida corporation, hereinafter referred to as TVC, and Brevard County, a political subdivision of the State of Florida, hereinafter referred to as the County.

WITNESSETH:

Whereas, the parties thereto have previously entered into the Viera Wayfinding Signage Right of Way Use Agreement (Central Viera PUD and West Viera PUD) on November 13, 2018, hereinafter referred to as Agreement, a copy of which is attached as Attachment "A"; and

Whereas, the Agreement granted TVC permission to improve the public right-of-ways by installing "Wayfinding Signage" and related landscaping, hardscape, irrigation, and/or other related improvements pursuant to plans and specifications approved by the County; and

Whereas, the County and TVC desire to amend the Agreement to allow "Wayfinding Signage" improvements to be installed in public easements dedicated to and accepted by the County pursuant to plans and specifications approved by the County.

Now, therefore, in consideration of the premises and mutual covenants contained, the parties hereby agree to amend the Agreement, as follows:

1. The above recitals are true and correct and incorporated into this Amendment by this reference.
2. Section 2 Definitions, f. Public Right-of-Ways is amended by adding language as shown below in underlined text:
Shall refer to the public right-of-ways or public easements dedicated to and accepted by the County within the Central Viera PUD and/or West Viera PUD of the "Viera" master planned community located in Brevard County, Florida set forth in Attachment "A" attached hereto and incorporated herein by this reference.
3. In Section 10 Indemnification and Insurance, the first paragraph is amended by adding language as shown below in underlined text:
Except where limited by law, TVC agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the use, occupation, management or control, or title/property rights of the Designated Premises or any of the

Improvements thereon or any equipment or fixtures used in connection with the Designated Premises by TVC or its employees or independent contractors. TVC agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with TVC's use of the Designated Premises pursuant to this Agreement and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings. TVC shall include in any contract for work upon or involving the Designated Premises that the contractor shall indemnify and hold harmless County from liabilities, damages, losses and costs, including but not limited to 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 contract. The parties acknowledge specific consideration has been exchanged for the provision.

4. Section 11 Right of Entry is amended by adding language as shown below in underlined text:

It is expressly stipulated that this Agreement is a license for permissive use only and that the construction within and/or upon public property or public easement pursuant to this Agreement shall not operate to create or vest any property right in said holder. This Agreement does not relieve TVC of local or other jurisdictional requirements. The County or its agents may enter in and on the Designated Premises at any time for any purpose, including inspecting such property or performing other duties of the County as are required by law or by the terms of this Agreement.

5. That all other terms and conditions of the Agreement not amended herein shall remain in full force and effect.
6. The effective date of this Amendment shall be the date that this Amendment has been fully executed by the parties (the "Effective Date").

In witness whereof, the parties hereto have hereunto set their hands and seals on the Effective Date.

Attest:

Board of County Commissioners
of Brevard County, Florida

Scott Ellis, Clerk

By: _____
Bryan Lober, Chair

As approved by the Board on: _____

Approved as to Legal Form and Content:

Assistant County Attorney

Witnesses:

The Viera Company, Inc.

Benjamin E. Wilson

Printed Name: Benjamin E. Wilson

Charlene R. Spangler

Printed Name: Charlene R. Spangler

By: Todd J. Pokrywa
Todd J. Pokrywa, President

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by ☒ physical presence or _____ online notarization this 30th day of March, 2020, by Todd J. Pokrywa, as President of The Viera Company, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

Benjamin E. Wilson

Notary Public

Benjamin E. Wilson

Printed Name



BENJAMIN E WILSON
Commission # GG 146829
Expires October 10, 2021
Bonded Thru Budget Notary Services

Attachment "A"

VIERA WAYFINDING SIGNAGE RIGHT-OF-WAY USE AGREEMENT (Central Viera PUD and West Viera PUD)

THIS VIERA WAYFINDING SIGNAGE RIGHT-OF-WAY USE AGREEMENT (the "Agreement"), made and entered into this 13 day of November, 2018 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County"), and THE VIERA COMPANY, a Florida corporation (hereinafter referred to as "TVC").

WITNESSETH

WHEREAS, the public right-of-ways within the Central Viera PUD and/or the West Viera PUD of the "Viera" master planned community located in Brevard County, Florida, more particularly set forth in Attachment "A" attached hereto and incorporated herein by this reference have been dedicated to Brevard County, Florida (collectively, the "Public Right-of-Ways");

WHEREAS, TVC desires to improve the Public Right-of-Ways by installing improvements within portions of the Public Right-of-Ways, which may consist of, but are not limited to, improvements for "Wayfinding Signage" (as defined below) and related landscaping, hardscape, irrigation, and/or other related improvements, pursuant to plans and specifications approved by the County and further described below;

WHEREAS, the County pursuant to the authority set forth in Section 125.01, Florida Statutes, may allow the use of a public right-of-way for purposes which do not conflict with the interests of the public or are in the interests of the public; and

WHEREAS, the County has determined that use of the Public Right-of-Ways by TVC for the installation, operation, maintenance, repair and improvement of such improvements to the Public Right-of-Ways pursuant to this Agreement will not conflict with the interests of the public.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. RECITALS. The above recitals are true and correct and incorporated into this Agreement by this reference.
2. DEFINITIONS. The following terms used in this Agreement shall have the meaning given to such terms below:
 - a. Agreement: shall mean this Viera Wayfinding Signage Right-of-Way Use Agreement.
 - b. Association: shall mean Central Viera Community Association, Inc., a Florida not-for-profit corporation, as more particularly described in that certain Declaration of Covenants, Conditions, Easements, Reservations and

Restrictions for Central Viera Community recorded in Official Records Book 3409, Page 624, of the Public Records of Brevard County, Florida, as may be amended from time to time (the "Declaration").

- c. County: shall mean the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida.
- d. Designated Premises: shall mean that portion of the Public Right-of-Ways within the Central Viera PUD and/or West Viera PUD of the "Viera" master planned community located in Brevard County, Florida, where the Improvements will be installed and maintained, with the Designated Premises to be more particularly described in the Plans and as approved by the County.
- e. Improvements: shall mean the Wayfinding Signage and related improvements installed or to be installed by TVC within the Designated Premises in accordance with the Plans and maintained by TVC in accordance with the provisions of this Agreement as approved by the County pursuant to the right-of-way permit(s) issued by the County.
- f. Public Right-of-Ways: shall refer to the public right-of-ways within the Central Viera PUD and/or West Viera PUD of the "Viera" master planned community located in Brevard County, Florida set forth in Attachment "A" attached hereto and incorporated herein by this reference.
- g. Plans: Shall mean those certain plans for the construction and installation, of Improvements which have been approved by TVC and the County as part of a right-of-way permit.
- h. Prompt or Promptly: For purposes of paragraph 8, the term "promptly" shall mean no later than fourteen (14) days after TVC receives notice of the need for maintenance, repairs, or replacements to the applicable Improvements (as may be extended on a day-by-day basis for acts of force majeure beyond TVC's control); however, to the extent such maintenance, repairs, or replacements cannot reasonably be completed within fourteen (14) days, the term "promptly" shall mean TVC shall commence such maintenance, repairs, or replacements within such initial fourteen (14) day period and shall diligently work to complete such maintenance, repairs, or replacements. For purposes of paragraph 10, the term "promptly" or "prompt" shall mean no later than fourteen (14) days after TVC receives actual notice of the existence of a hazardous condition, or a condition in need of maintenance as required hereunder, at the Designated Premises.
- i. TVC: shall mean The Viera Company, a Florida corporation.
- j. Wayfinding Signage: shall mean that certain wayfinding signage to be installed as part of the Improvements within the Designated Premises, with the template designs for the Wayfinding Signage set forth in Attachment "B"

attached hereto and incorporated herein by this reference and subject to the Viera Community Wayfinding Signage Standards set forth in Attachment "C" attached hereto and incorporated herein by this reference and subject to any conditions in the County issued right-of-way permit(s).

3. CONSTRUCTION AND MAINTENANCE OF PROPERTY. During the term of this Agreement, TVC hereby agrees to construct and maintain the Improvements within the Designated Premises in the manner described in this Agreement and as permitted by the County. Improvements shall be constructed and installed in such a manner so as to not cause damage to or interfere with any County improvements or facilities. Any such damage to County improvements or facilities shall be remedied immediately at no cost to the County.

4. TERM. The initial term of this Agreement shall be twenty (20) years commencing with the date of the execution of this Agreement by the County and TVC, and shall thereafter be automatically renewed for a one (1) year renewal term unless terminated by either party, in accordance with paragraph 15 Termination herein.

5. USE OF DESIGNATED PREMISES. During the term of this Agreement, TVC shall use the Designated Premises only for construction and installation of the Improvements and related maintenance thereto. It is hereby mutually agreed and understood that the use of any structure, Improvement or facility now or hereafter located on the Designated Premises as part of the Improvements shall be for decorative or informational purposes only and not for human occupancy, nor shall such structures or Improvements create traffic hazards. It is specifically agreed and understood that the use herein set forth for the Improvements upon the Designated Premises shall be the only use consented to by the County, and that failure to comply with this provision shall be considered a material breach of this Agreement, whereupon the County shall be entitled to immediately terminate this Agreement.

6. IMPROVEMENTS. All Improvements permitted and installed upon the Designated Premises by TVC shall be maintained by TVC on the Designated Premises during the term of this Agreement in accordance with this Agreement and the County issued right-of-way permit(s). It is hereby agreed and understood that any Improvements placed on or constructed on the Designated Premises and permanently attached thereto, shall remain the property of TVC and that TVC retains the right to remove such Improvement within sixty (60) days of the date of termination of this Agreement, whether by breach or by expiration of its natural term. In the event such Improvements are not removed within sixty (60) days of termination, the Improvements shall become the property of the County, and the County may remove the Improvements. To the extent the County elects to remove any such Improvements, TVC shall reimburse the County for the cost of removal within thirty (30) days of receipt of an invoice for such removal expenses.

7. UTILITIES. TVC shall pay all charges for electrical service and other utility services supplied to TVC at the Designated Premises for the Improvements during the term of this Agreement.

8. REPAIRS AND MAINTENANCE. During the term of this Agreement, TVC shall, at its own expense, maintain the Designated Premises and all Improvements on the Designated Premises and make all necessary repairs and replacements to the Designated Premises and/or the Improvements. Such maintenance, repairs and replacements shall be made promptly as and when necessary.

9. ILLEGAL, UNLAWFUL OR IMPROPER USE. TVC shall make no unlawful, improper, immoral or offensive use of the Designated Premises, nor will TVC use the Designated Premises or allow use of the Designated Premises for any purposes other than that hereinabove set forth. Failure of TVC to comply with this provision shall be considered a material default under this Agreement. In the event any of the Improvements are deemed a traffic safety hazard by the County or the Florida Department of Transportation, such use shall be deemed an improper use and this Agreement shall be subject to immediate termination.

10. INDEMNIFICATION AND INSURANCE. Except where limited by law, TVC agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the use, occupation, management or control of the Designated Premises or any of the Improvements thereon or any equipment or fixtures used in connection with the Designated Premises by TVC or its employees or independent contractors. TVC agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with TVC's use of the Designated Premises pursuant to this Agreement and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings. TVC shall include in any contract for work upon or involving the Designated Premises that the contractor shall indemnify and hold harmless County from liabilities, damages, losses and costs, including but not limited to 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 contract. The parties acknowledge specific consideration has been exchanged for the provision.

TVC further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, policies of General Liability Insurance insuring TVC against any and all claims, demands or causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management and control of the Designated Premises and the Improvements thereon. Such policies of insurance shall insure TVC in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) to cover any and all claims arising in connection with any one particular accident or occurrence. A certificate of such insurance policies shall be filed with the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A-201, Viera, Florida, 32940, within ten (10) days of the date of execution of this Agreement by TVC and the County and annually upon insurance renewal by TVC. The County shall be named as an additional insured on the policy that TVC secures and endorsed with a provision that entitles the County to thirty (30) days written notice from the insurer of any change or cancellation in said policies.

TVC shall also be required to include in any contract for work upon or involving the Designated Premises that the contractor is required to maintain, without cost or expense to the County, the following types of insurance. The policy limits required are to be considered minimum amounts.

General Liability Insurance in an amount not less than \$1,000,000.00 combined single limit for each occurrence and to include coverage for "XCU" hazards.

Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

Nothing contained in this Agreement shall be construed as a waiver of County's right to the protections of and/or caps on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the County's potential liability under state or federal law

TVC shall notify the County promptly in writing of any hazardous condition existing on or about the Designated Premises.

All Improvements or personal property constructed or placed on or about the Designated Premises by TVC or its employees or independent contractors shall be at the risk of TVC, and the County shall not be liable for any damage or loss to any Improvements or personal property located thereon for any cause whatsoever. TVC agrees and understands that the County does not and shall not carry liability, theft, or fire insurance on any of said items or facilities to cover TVC's interests therein.

11. RIGHT OF ENTRY. It is expressly stipulated that this Agreement is a license for permissive use only and that the construction within and/or upon public property pursuant to this Agreement shall not operate to create or vest any property right in said holder. This Agreement does not relieve TVC of local or other jurisdictional requirements. The County or its agents may enter in and on the Designated Premises at any time for any purpose, including inspecting such property or performing other duties of the County as are required by law or by the terms of this Agreement.

12. COMPLIANCE WITH STATUTES. TVC shall promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of all local, state and federal governmental bodies applicable to the Designated Premises for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the Designated Premises during the term of the Agreement.

13. BINDING EFFECT; ASSIGNABILITY. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns. Except as otherwise provided herein below, TVC shall not assign this Agreement or any of TVC's rights, obligations, or duties hereunder to any party without the prior written consent of the County. However, the County and TVC acknowledge that it is intended that, upon completing the initial installation of the Improvements, all of the rights, obligations and duties of TVC under this Agreement will be assigned by TVC to the Association and such assignment to

the Association shall not be subject to the prior, written consent of the County (but the County shall receive written notice of such assignment), in which case the Association shall maintain the Improvements as part of the common areas under the Declaration. Notwithstanding the foregoing, in connection with any assignment of this Agreement by TVC to the Association, TVC shall have the right to either expressly reserve the right (along the Association also having such right) or exclusively retain the right to modify, maintain, or improve Wayfinding Signage installed as part of the Improvements, with any such foregoing activities of TVC relating to the Wayfinding Signage to be at TVC's sole cost and expense. Any assignment of this Agreement by TVC shall be by a written instrument executed with the formality of a deed on behalf of TVC assigning such rights, obligations and duties to the assignee, on behalf of the assignee assuming such rights, obligations and duties, and, to the extent required hereunder, on behalf of the County evidencing its consent to such assignment. Such assignment shall also set forth the address of the assignee for purposes of receiving notices under this Agreement in accordance with paragraph 16 herein below. Upon the complete execution of such assignment and delivery of a copy of such assignment to the County, the County agrees that TVC shall be released from all assigned obligations and duties hereunder and that the County shall thereafter look solely to the Association or other assignee for the performance of such assigned obligations and duties.

14. INDEPENDENT CONTRACTOR. TVC shall perform the services under this Agreement as an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall be interpreted or construed to make TVC or any of its agents or employees to be the agent, employee or representative of the County.

15. TERMINATION. This Agreement may be terminated with or without cause by either party upon sixty (60) days' written notice thereof to the other party; provided, however, that upon termination, TVC or, if this Agreement has been assigned as permitted hereunder, then the applicable assignee of this Agreement, shall, at the request of the County, remove all Improvements to the Designated Premises, or, in the alternative, reimburse the County for the cost of such removal. In the event this Agreement is terminated and the County assumes ownership of the Improvements within the Public Right-of-Ways, the County does not assume maintenance responsibility unless expressly provided in writing. Any maintenance performed by the County will not constitute an assumption of maintenance responsibility as may be otherwise assigned by Florida Statute or County Code.

16. NOTICE; NOTICE OF BREACH. Notice under this Agreement shall be given to the County at the offices of the County Manager, 2725 Judge Fran Jamieson Way, Bldg. C, Viera, Florida 32940 and of the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A-201, Viera, Florida 32940. Notice under this Agreement shall be given to TVC at 7380 Murrell Road, Suite 201, Viera, Florida 32940 or by email to maryellen.mckibben@duda.com and vieralegal@duda.com. In the event the County determines TVC has breached any term or provision of this Agreement, the County shall provide written notice of such breach to TVC and TVC shall have thirty (30) days after receipt of such notice to cure such breach or, if such breach is of a nature that it cannot reasonable be cured within such thirty (30) day period, then TVC shall have such longer period to cure the breach as is reasonably necessary provided, however, that TVC commences reasonable action to remedy the breach within such thirty (30) day period

and diligently and continuously prosecutes such remedy to completion so that such breach is cured in a timely manner.

17. RIGHT TO AUDIT RECORDS. In the performance of this Agreement, TVC 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 only to the performance of this Agreement (and no other books, records, and accounts of TVC) shall be open to inspection during regular business hours by an authorized representative of the County upon written notice to TVC not less than five (5) business days advance notice and shall be retained by TVC 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 the Florida Public Records Act, Chapter 119, Florida Statutes. All records or documents created by TVC or provided to TVC under the terms of this Agreement, are public records and TVC agrees to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes.

18. WAIVER. The waiver by the County of any of TVC's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of TVC under this Agreement.

19. ENTIRETY AND MODIFICATIONS. This Agreement represents the understanding between the parties in its entirety as to the subject matter of this Agreement and no other agreements, either oral or written, exist between the County and TVC as to the subject matter of this Agreement. This Agreement and any exhibits may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto, except as otherwise provided herein. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto.

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

21. ATTORNEY'S FEES AND VENUE. In the event of any legal action to enforce, interpret, or construe the terms of this Agreement, each party shall bear its own attorney's fees and costs. Venue for any legal action brought 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.

22. CONSTRUCTION OF AGREEMENT. The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, and have participated in the drafting of this Agreement and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.


DONE, ORDERED and ADOPTED in Regular Session this 13 day of November, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk



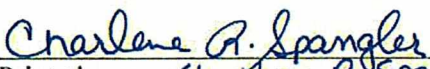
Rita Pritchett, Chair
As approved by the Board on 11/13/18

Approved as to legal form and content:

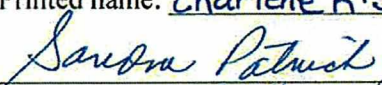


Assistant County Attorney

THE VIERA COMPANY,
a Florida corporation



Printed name: Charlene R. Spangler



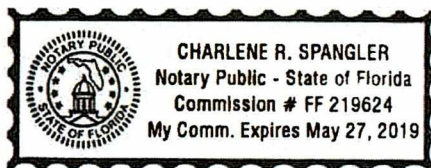
Printed name: SANDRA PATRICK

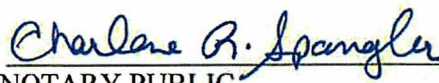


Name: Todd J. Pokrywa
Title: President

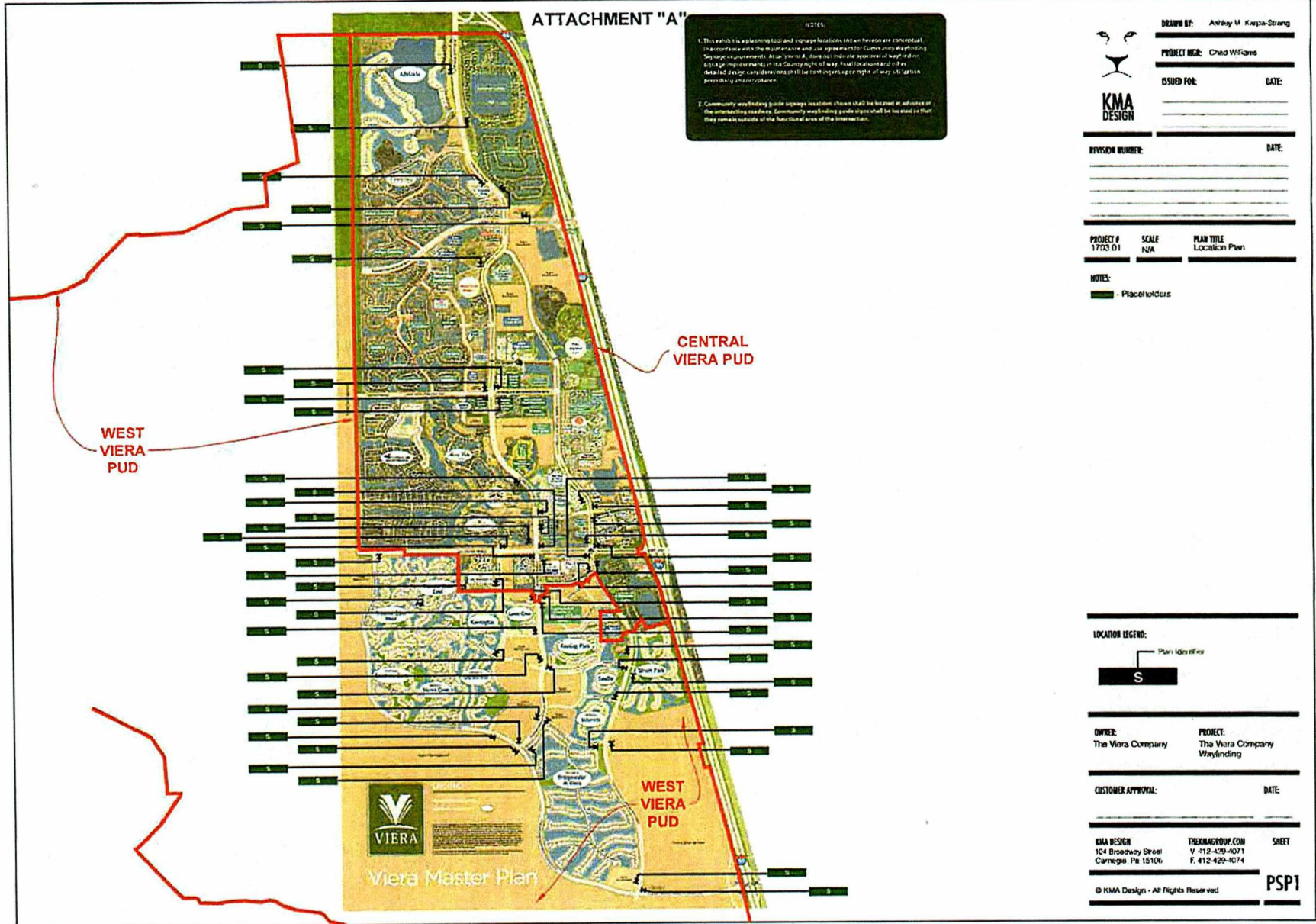
STATE OF FLORIDA }
 }
County OF BREVARD}

The foregoing instrument was acknowledged before me this 26th day of October, 2018, by Todd J. Pokrywa, as President of The Viera Company, a Florida corporation, on behalf of the corporation, who is personally known to me.





NOTARY PUBLIC
Charlene R. Spangler
Printed Name



ATTACHMENT "B"



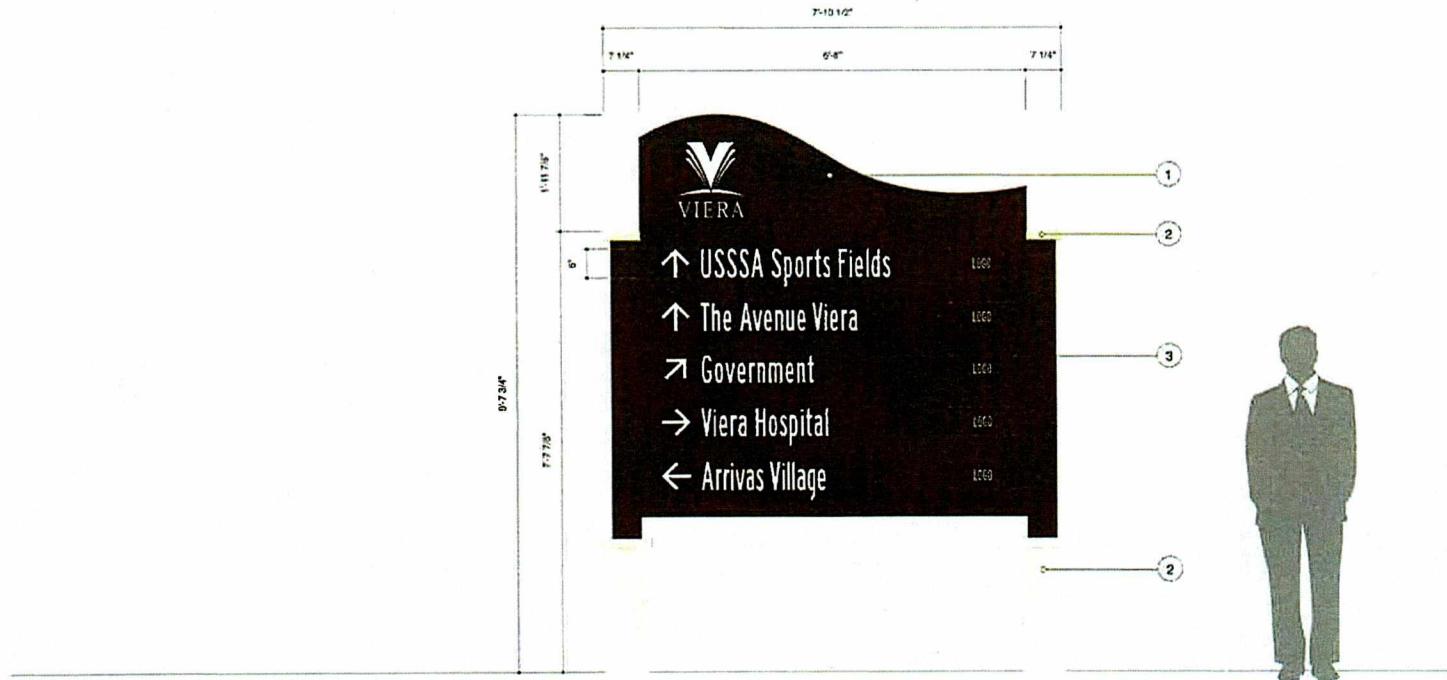
DRAWN BY: Aaron Woodward
CHECKED BY: Anthony J. Concolino
ISSUED FOR: _____
DATE: 08/24/17

REVISION NUMBER: _____
REVISION 6 _____
DATE: 06/25/18

PROJECT # 1703.01
SIGN TYPE (S) ST 02

DRAWING TITLE:
 Vehicular Directional - Option 1

- NOTES**
 Proposed Materials:
1. Painted Aluminum to Match
 - Color: Weathered Corbin Steel
 - Source: Central Steel Service (www.centralsteelservice.com)
 2. Painted Aluminum w/ Texture to Match
 - Sand Finish
 - Source: Castlestone, NC, (www.castlestone.com) (407) 877-7686
 3. Reflective Vinyl Graphics



01 Vehicular Directional - Option 1
 Elevation

Scale - 1/2" = 1'-0"

OWNER: The Viera Company
PROJECT: The Viera Company Wayfinding

CUSTOMER APPROVAL: _____
DATE: _____

KMA DESIGN 104 Broadway Street
 Carnegie, Pa 15106
THEKMAGROUP.COM V. 412-429-4071
 F. 412-429-4074
SHEET

© KMA Design - All Rights Reserved
01

Attachment "C"
Viera Community Wayfinding Signage Standards

General Standards

- (1) These standards are informed by Chapter 14-51, Florida Administrative Code (F.A.C.) but have been modified to incorporate provisions that are applicable and appropriate to a Master Planned Community, where the developer and/or master property owners association (rather than a governmental agency) will be responsible for managing content and maintaining the signage system.
- (2) Number of Destinations per Signage Location
 - a. Not more than six eligible destinations shall be indicated at any signage location.
 - b. Smaller scale signage that indicates no more than four eligible destinations shall also be permissible.
- (3) Guidelines for Eligible Destinations
 - a. Hospitals
 - b. Veterans' Hospitals, clinics or similar facilities designated as the regional treatment center or State Veterans' nursing homes
 - c. Medical facilities/research providing by advance appointment, specialized surgery or treatment of human diseases, providing both in-patient and out-patient services, and other medical related facilities (nursing homes, assisted living, retirement facilities, mental health, etc.)
 - d. Regional malls or regional shopping centers
 - e. Arenas, auditoriums, amphitheaters, civic centers, convention halls, stadiums, major tourist attractions, fairgrounds, and zoos
 - f. Directions to primary highways or major streets, whether federal, state, local or private facilities
 - g. Military bases and associated facilities
 - h. Historical, cultural, or recreational attractions, and Historic Districts
 - i. Post Offices, including small businesses that are under contract with the United States Postal Services (USPS)
 - j. Libraries
 - k. Courthouses
 - l. Constitutional Officials, including but not limited to Tax Collectors, Sheriff, Property Appraiser, county and municipal local government Officials and offices
 - m. Schools, public or private colleges or universities, vocational/technical center campuses, or other educational institutions/facilities, whether for-profit or non-profit
 - n. Multi-use developments or redevelopment areas, such as Town Centers or Village Centers
 - o. Recreation facilities or parks, including but not limited to:
 1. Community centers
 2. Swimming pools or splash parks

3. Baseball/softball/soccer and other sports fields, tennis/pickleball and other sports courts
 4. Training centers
 5. Private or public country clubs or golf courses
 6. Playgrounds
 7. Nature trails, conservation or protection areas, wilderness parks, watersheds, trailheads and crossings
- p. Business Plazas, including but not limited to:
1. Chambers of Commerce
 2. Industrial parks and plants
 3. Commerce centers
 4. Shopping or outlet centers
 5. Mixed-use developments or re-developments (retail, and/or office, and/or residential, and/or commercial facilities)
 6. Nonprofit organizations
- q. Community facilities, including but not limited to:
1. Churches or other worship centers
 2. Subdivisions or neighborhoods

Technical Standards

- (1) All regulatory, warning, and general service signs within the community wayfinding guide system plan shall conform to the MUTCD. Community wayfinding guide signs shall not be installed where adequate spacing cannot be provided between the community wayfinding guide sign and higher priority signs. Community wayfinding guide signs shall not be installed in a position where they could obscure the road users' view of other traffic.
- (2) Community wayfinding guide signs shall not be allowed within the right-of-way of limited access facilities, including ramps and frontage roads.
- (3) Community wayfinding guide signs shall be designed, installed, and maintained in accordance with the standards referenced in subsections 14-51.014(7) F.A.C.
- (4) Community wayfinding signs shall not interfere with official traffic control signs/devices, impair visibility.
- (5) During the permit review process, the applicant shall show all existing signage within the county right-of-way and the separation to the proposed wayfinding sign.
- (6) Community wayfinding guide signs shall not be mounted overhead.
- (7) Community wayfinding guide and pedestrian wayfinding signs and their supporting structures shall be designed, constructed, and installed to meet FDOT and MUTCD clear zone and safety criteria, including breakaway features. The structural design shall be signed and sealed by a Professional Engineer registered in the State of Florida.
- (8) Community wayfinding guide signs shall be located in advance of the intersecting roadway that is the most direct or desirable route to the facility. Community

wayfinding guide signs be located so that they remain outside of the functional area of the intersection.

Graphic Design Standards

- (1) Red, yellow, orange, purple, or the fluorescent versions thereof, fluorescent yellow-green, or fluorescent pink shall not be used as background colors for community wayfinding guide signs, in order to minimize confusion with critical, higher-priority regulatory, warning, construction, or incident management sign color meanings readily understood by road users.
- (2) Background colors, other than those stated in subsection (1), shall be allowed on community wayfinding guide signs.
- (3) A minimum contrast value of legend color to background color of 70 percent is required for community wayfinding guide signs (ADA minimum contrast value).
- (4) Enhancement markers may be used, at the option of the applicant, as a means of visually identifying the sign as a part of an overall system of community wayfinding guide signs. The size and shapes of identification enhancement markers shall be smaller than the community wayfinding guide signs themselves. Identification enhancement markers shall not be designed to have an appearance that could be mistaken by road users as being a traffic control device.
- (5) The area of an identification enhancement marker shall not exceed 1/5 the area of the community wayfinding guide sign with which it is mounted in the same sign assembly.
- (6) A pictograph designed appropriately for use on traffic control devices may be incorporated into the overall design of a community wayfinding guide sign. If a pictograph is used, its height shall not exceed two times the height of the upper-case letters of the principle legend on the sign.
- (7) Logos or other graphic images associated with eligible destinations shall be allowed on the right side of each panel on the community wayfinding guide signs. See signage exhibits for examples.
- (8) There shall be a maximum of five eligible destinations shown on each community wayfinding guide sign.
- (9) A lettering style other than the Standard Alphabets provided in the Standard Highway Signs and markings book may be used on community wayfinding guide signs if it is determined that the legibility and recognition values for the chosen lettering style meet or exceed the values for the Standard Alphabets for the same legend height and stroke width.
- (10) The minimum specific ratio of letter height to legibility distance shall comply with provisions of Section 2A.14 of the MUTCD. The size lettering used for destination and directional legends on community wayfinding guide signs shall comply with the provisions of minimum letter heights as provided within Section 2D.06 of the MUTCD.

- (11) The lettering for destinations on community wayfinding guide signs shall be a combination of lower-case letters with initial upper-case letters. All other word messages on community wayfinding guide signs shall be in all upper-case letters.
- (13) The arrow location and priority order of destinations shall follow the provisions described in Section 2D.08 and Section 2D.34 of the MUTCD. The positioning of arrows relative to the destinations shown shall be in accordance with Section 2D.34 of the MUTCD.
- (14) All messages, borders, legends, and backgrounds of community wayfinding guide signs and any enhancement markers shall be retroreflective and in accordance with Section 994 (Retroreflective and Nonreflective Sign Sheeting) of the Standard Specifications for Road and Bridge Construction 2010, referenced in subsection 14-51.014(9), F.A.C.

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor:		
2. Fund/Account #:	3. Department Name:	
4. Contract Description:		
5. Contract Monitor:	7. Contract Type:	
6. Dept/Office Director:		

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u> <u>YES</u> <u>NO</u>	<u>SIGNATURE</u>
User Agency		_____
Risk Management		_____
County Attorney		_____

SECTION III – REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u> <u>YES</u> <u>NO</u>	<u>SIGNATURE</u>
User Agency		_____
Risk Management		_____
County Attorney		_____



SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.3.

4/21/2020

Subject:

Approval Re: Interlocal Agreement with the School Board for Ralph M. Williams, Jr. Elementary Access Improvements - District 4

Fiscal Impact:

Up to \$180,340 cost share 50/50 between School Board and County. Funding for the County's portion of this project is available in the General Government Operations budget.

Dept/Office:

Public Works Department/Finance and Contracts Administration

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the Interlocal Agreement with the School Board pertaining to the Ralph M. Williams, Jr. Elementary School access improvements. It is further requested the Board approve any necessary Budget Change Requests associated with this request.

Summary Explanation and Background:

The School Board and the County desire to improve the safety and roadway access to Ralph M. Williams, Jr. Elementary School located on Clubhouse Drive in Viera. These improvements will address the safety issue created by the vehicular stacking on Clubhouse Drive by providing a car loop on the school's site in accordance with the plans and specifications developed by the School Board and attached as Exhibit A to the Interlocal Agreement. The new access will improve the safety, operation and reduce future maintenance costs of Clubhouse Drive.

The School Board has agreed to contribute funding towards the construction of the project. The School Board fully funded the design and permitting costs. The School Board will also provide fifty percent of construction costs estimated at \$180,340. Furthermore, the School Board has agreed to fund fifty percent of construction change order costs up to a cumulative amount of \$15,000 additional School Board funding. If construction change orders exceed the \$15,000 cumulative amount, then School Board approval shall be required for any additional funding contribution by the School Board. Upon construction completion, the School Board shall own and be solely responsible for the maintenance of the access improvements.

The terms and conditions of this partnership are established in the Interlocal Agreement. It is anticipated that the School Board will approve the Interlocal Agreement at their April 14, 2020 Board meeting. It is requested the Board of County Commissioners approve and authorize the Chair to execute the Interlocal Agreement and approve any necessary Budget Change Requests associated with this action.

Clerk to the Board Instructions:

Please return fully executed Interlocal Agreement (original) to the Public Works Department for further recording in the public records of Brevard County.

INTERLOCAL AGREEMENT RALPH M. WILLIAMS, JR. ELEMENTARY SCHOOL ACCESS IMPROVEMENTS

This Interlocal Agreement is made and entered into by and between the School Board of Brevard County, Florida, the governing body of the School District of Brevard County, Florida, hereinafter referred to as "School Board" and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County".

Recitals

WHEREAS, Ralph M. Williams, Jr. Elementary School (School) abuts the public right-of-way known as Clubhouse Drive; and

WHEREAS, the County owns Clubhouse Drive; and

WHEREAS, the School Board and County desire to improve the safety and operational efficiency of Clubhouse Drive by reducing the number of vehicles stacking on Clubhouse Drive relating to drop off and pick up of students at the School; and

WHEREAS, the School Board owns the vacant property adjacent to the School to the east, hereinafter referred to as the "Site"; and

WHEREAS, the School Board has designed and permitted an alternative stacking area on the Site, hereinafter referred to as the "Project"; and

WHEREAS, the School Board and the County have agreed to contribute funding towards construction of the Project; and

WHEREAS, the County has agreed to construct the Project; and

WHEREAS, these improvements will benefit the public.

Now therefore, the County and School Board covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

Section 1 - Recitals

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

Section 2 - Statutory Authority

This Agreement shall be considered an Interlocal Agreement pursuant to authority of Florida Statutes, Chapter 163 Part 1, 2013.

Section 3 - Scope of Project

The Project will consist of the construction of improvements to provide vehicular stacking on the Site in accordance with the plans and specifications developed by the School Board and attached hereto as Exhibit A.

Section 4 - Lead Agency

The School Board agrees that the County shall be the lead agency to perform all construction work on the Project. However, as the permittee, the School Board shall be responsible for compliance with any permit conditions required by any agency with permitting authority. Nothing in this Agreement shall be in any way construed to constitute the County or the School Board, or any of its agents or employees, to be an agent, employee or representative of the other.

Section 5 - Construction Coordination

The County shall coordinate the construction schedule with the School Board, including the Principal of the School. The County is aware of the Jessica Lunsford Act and will coordinate with the School Board and the principal of the School to ensure construction does not affect the security measures in place at the School when students are present.

Section 6 - Financial Contribution to the Project

The current construction cost estimate for the Project is \$180,340.00. The School Board and the County will each provide 50% of the construction costs of the Project. Upon completion of the Project, the County will invoice the School Board for 50% of the final construction cost. The School Board shall remit payment to the County within fifteen business days upon receipt of the invoice.

If construction change orders become necessary, the County will advise the School Board within five calendar days' notice. The School Board shall fund 50% of construction change order costs up to a cumulative amount of \$15,000.00 additional School Board funding. If construction change orders exceed this cumulative amount of \$15,000.00, then School Board approval shall be required for any additional funding contribution by School Board. The County shall fund 50% of construction change order costs in accordance with County procurement and contracting levels of authority.

Section 7 - Change Orders

Notwithstanding Section 6 above, change orders that expand the scope of the Project as defined in Section 3 of this Agreement shall be paid for solely by the party requesting the Change Order.

Section 8 - Ownership and Maintenance

The Parties agree that after construction of the Project, the School Board shall own and be solely responsible for the maintenance of the Project improvements.

Section 9 - Indemnification

To the extent allowed by law and subject to the provisions set forth in Section 768.28, Florida Statutes, each party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this Agreement. Nothing contained within this Agreement requires either party to indemnify the other party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful act or omission of its employees, agents or representatives. Neither party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity, or to have increased its limits of liability under Section 768.28, Florida Statutes, as may be amended from time to time. Each party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement.

Section 10 - Notices

All notices required under the Agreement shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (e-mail) as follows:

- (a) School Board Representative
Susan Hann, P.E.,
Assistant Superintendent Facilities Services
Brevard Public Schools - Facilities Services
2700 Judge Fran Jamieson Way
Viera, Florida 32940
- (b) County Representative
Tammy Thomas-Wood
Public Works Support Services Manager
2725 Judge Fran Jamieson Way, A-201
Viera, Florida 32940

Section 11 - Default

Either party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

Section 12 - Severability

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

Section 13 - Effective Date

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

Section 14 - Recording

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the School Board Representative listed in Section 10.

Section 15 - Termination

Prior to construction commencement, the County or the School Board shall have the right to terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided in Section 10.

Section 16 - Attorney's Fees

In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs. This provision shall not be interpreted to be a pledge of ad valorem tax revenues.

Section 17 - Venue and Non-Jury Trial

Any legal action to enforce, interpret, or construe the terms of this contract, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

Section 18 - Compliance with Statutes

It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

Section 19 - Entirety

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to the Agreement unless such amendments are in writing and signed by both parties.

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

Attest:

School Board

SH

Mark W. Mullins, Ed.D, Superintendent

Misty Belford, Chairman

As approved by the Board on: _____

Approved as to legal form and content:

School Board Attorney

Attest:

Board of County Commissioners
of Brevard County, Florida

Scott Ellis, Clerk

Bryan Lober, Chairperson

As approved by the Board on: _____

Approved as to legal form and content:

Assistant County Attorney



R.M. WILLIAMS ELEMENTARY
DRIVE LOOP ADDITION
ROCKLEDGE, BREVARD COUNTY
PROJECT No. XXXXXX

OWNER:
SCHOOL BOARD OF BREVARD COUNTY
2700 JUDGE FRAN JAMIESON WAY
VIERA, FLORIDA 32940-6601
(321) 633-3580
E-mail: Hann.Susan@Brevardschools.org
CONTACT: SUSAN HANN

ENGINEER:
CPH, INC.
1117 E. ROBINSON ST.
ORLANDO, FL 32801
(407) 425-0452 X2020
E-mail: bbuencamino@cphcorp.com
CONTACT: BEN BUENCAMINO

SURVEYOR:
CPH SURVEYORS, INC.
500 WEST FULTON ST.
SANFORD, FL 32771
(407) 322-6841 X1172
E-mail: tgalloway@cphcorp.com
CONTACT: TOM GALLOWAY

UTILITIES

PHONE:
AT&T
712 FLORIDA AVENUE
COCOA, FL 32922
(321) 690-2088
CONTACT: GRAMLIN ROBERTSON

ELEC:
FLORIDA POWER & LIGHT
270 PIONEER ROAD
MERRITT ISLAND, FL 953
(321) 455-6120
CONTACT: DONNA SMITH

GAS:
NO SERVICE AVAILABLE

CABLE:
BRIGHTHOUSE NETWORKS
720 MAGNOLIA AVENUE
MELBOURNE, FLORIDA 32904
(321) 757-6451
CONTACT: MIKE ISOM

WATER
CITY OF ROCKLEDGE
351 SHEARER BOULEVARD
COCOA, FL 32922
(321) 433-8797
CONTACT: GEORGE TOLER

SEWER
CITY OF ROCKLEDGE
1900 JACK OATES BOULEVARD
ROCKLEDGE, FL 32955
(321) 690-3979
CONTACT: ALEX BERNARD



VICINITY MAP

INDEX OF SHEETS

- C1.0 COVER
- S1.0 TOPOGRAPHIC SURVEY
- C2.0 DIMENSION AND STRIPING PLAN
- C3.0 DEVELOPMENT PLAN

CONSTRUCTION NOTES

GENERAL PROJECT DATA

FOR IDENTIFICATION OF CONTRACTUAL AGREEMENTS, THIS SET OF DRAWINGS IS DATED SEPTEMBER 2018. ANY REVISIONS THEREAFTER WILL BE DATED AND NOTED ON THE AFFECTED DRAWING(S).

THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITY COMPANIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANY AND THE CONTRACTOR SHALL COOPERATE WITH THEM DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION WILL BE ALLOWED.

CHAPTER 17-53 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITY COMPANIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING. THE ONLY SAFE AND RELIABLE WAY TO LOCATE EITHER THE MAINS OR SERVICE LINES IS BY ONSITE INSPECTION BY GAS COMPANY PERSONNEL. THEREFORE, EXCAVATORS ARE DIRECTED TO TELEPHONE THE GAS COMPANY TWO (2) WORKING DAYS BEFORE ENTERING A NEW CONSTRUCTION AREA.

SURVEY HAS BEEN PERFORMED BY CPH SURVEYING, INC. FOR THIS PROJECT. THE SURVEY INCLUDES TOPOGRAPHIC DATA OF THE EXISTING SITE. BOUNDARY SURVEY WAS NOT PART OF THE SURVEY TASK. MONUMENTS WERE USED TO LOCATE THE DATA SHOWN ON THE SURVEY. THE PROPERTY LINE SHOWN ON THE DRAWINGS WERE BASED ON PDF AS-BUILTS WAS PROVIDED BY BCS AND IS FOR GRAPHICAL REFERENCE ONLY AND SHOULD NOT BE USED AS REFERENCE FOR MEASUREMENT.

THE CONTRACTOR SHALL CONFORM WITH ALL INSPECTION REQUIREMENTS OF THE BREVARD COUNTY SCHOOL BOARD. FAILURE TO COMPLY WITH INSPECTION REQUIREMENTS SHALL RESULT IN NON-ACCEPTANCE OF SPECIFIC WORK ITEMS.

AS-BUILTS:
AS-BUILTS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER TWO WEEKS PRIOR TO FINAL INSPECTION. ALL AS-BUILT DATA SHALL BE PROVIDED BY A FLORIDA LICENSED SURVEYOR, SIGNED, SEALED AND DATED BY THE RESPONSIBLE PARTY.

PERMITS AND PERMIT REQUIREMENTS:
THE CONTRACTOR SHALL OBTAIN FROM THE ENGINEER COPIES OF ALL REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS. THE CONTRACTOR SHALL REVIEW AND ABIDE BY ALL THE REQUIREMENTS AND CONDITIONS SET FORTH IN THE PERMITS.

THE CONTRACTOR SHALL OBTAIN COPIES OF THE BCS BUILDING PERMIT AND COMPLY WITH ALL PROVISIONS THEREIN (IF APPLICABLE). LIKEWISE, HE SHALL BE RESPONSIBLE IN SECURING ANY LOCAL PERMITS WHICH WILL BE REQUIRED BY THE LOCAL AGENCY.

LAYOUT AND CONTROL:
UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE CONSTRUCTION PLANS. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER OR OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.

QUALITY CONTROL TESTING REQUIREMENTS:
TESTING REPORTS SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER. TESTING REQUIREMENTS ARE TO BE IN ACCORDANCE WITH THE OWNER/OPERATOR'S SPECIFICATIONS AND REQUIREMENTS. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS.

EARTHWORK

THE CONTRACTOR SHALL BASE HIS BID ON AN INDEPENDANT ESTIMATE OF EXCAVATION AND BACKFILL QUANTITIES AND IMPLICATION THAT EARTHWORK BALANCES THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY IMPORT FILL NEEDED, OR FOR REMOVAL AND DISPOSAL OF EXCESS MATERIALS.

EROSION CONTROL:
EROSION AND SILTATION CONTROL MEASURES ARE TO BE PROVIDED AND INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THESE MEASURES ARE TO BE INSPECTED BY THE CONTRACTOR ON A REGULAR BASIS AND ARE TO BE MAINTAINED OR REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED.

LIMITS OF DISTURBANCE:
THE LIMITS OF DISTURBANCE HAVE BEEN PROVIDED TO THE CONTRACTOR ON THE CONSTRUCTION PLANS. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES WITHIN THESE LIMITS. AT NO TIME SHALL THE CONTRACTOR DISTURB SURROUNDING PROPERTIES OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS IN SURROUNDING PROPERTIES SHALL BE PERFORMED BY THE CONTRACTOR IMMEDIATELY. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.

MATERIALS STORAGE/DEBRIS REMOVAL:
ALL MATERIALS EXCAVATED SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED AT ON-SITE LOCATIONS AS SPECIFIED BY THE OWNER. MATERIALS SHALL BE STOCKPILED SEPARATELY AS TO USABLE (NON-ORGANIC) FILL STOCKPILES AND ORGANIC (MUCK) STOCKPILES IF MUCK IS ENCOUNTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL UNSUITABLE FILL MATERIALS FROM THE SITE.

FILL MATERIAL:
ALL FILL MATERIALS SHALL CONTAIN NO MUCK, STUMPS, ROOTS, BRUSH, VEGETATIVE MATTER, RUBBISH OR OTHER MATERIALS THAT WILL NOT COMPACT INTO A SUITABLE AND ENDURING BACKFILL.

COMPACTION:
FILL AREAS ARE TO BE COMPACTED TO AT LEAST 95% MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-180. FILL MATERIALS SHALL BE PLACED AND COMPACTED AT A MAXIMUM OF 12" LIFTS. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND OWNER WITH ALL (PASSING AND FAILING) TESTING RESULTS. RESULTS SHALL BE PROVIDED ON A TIMELY AND REGULAR BASIS PRIOR TO CONTRACTOR'S PAY REQUEST SUBMITTAL.

SURFACE DRAINAGE:
THE CONTRACTOR SHALL BE EXPECTED, AT THE END OF EACH DAY, TO HAVE THE SITE GRADED IN SUCH A WAY AS TO NOT CAUSE ANY ADVERSE IMPACT FROM RUNOFF OR SILTATION TO ANY ADJACENT PROPERTIES. SILTATION BARRIERS SHALL BE MAINTAINED AND REPAIRED IF REQUIRED AT THE END OF EACH WORKING DAY.

GRADING SHOWN ON THESE PLANS ARE PROVIDED TO THE CONTRACTOR TO EXPRESS THE GENERAL GRADING INTENT OF THE PROJECT. THE CONTRACTOR IS REQUIRED TO GRADE THE ENTIRE SITE TO PROVIDE POSITIVE DRAINAGE IN ALL AREAS THROUGHOUT THE SITE. SMOOTH TRANSITIONS SHOWN ON THE PLANS SHALL BE PROVIDED BETWEEN CONTOURS OR SPOT ELEVATIONS AS THE PLANS TO ACCOMPLISH THE GRADING INTENT. ALL SLOPES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING HAS BEEN COMPLETED. CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER PRIOR TO DEMOBILIZATION OF GRADING EQUIPMENT TO DETERMINE THAT THE GRADING INTENT HAS BEEN ACHIEVED.

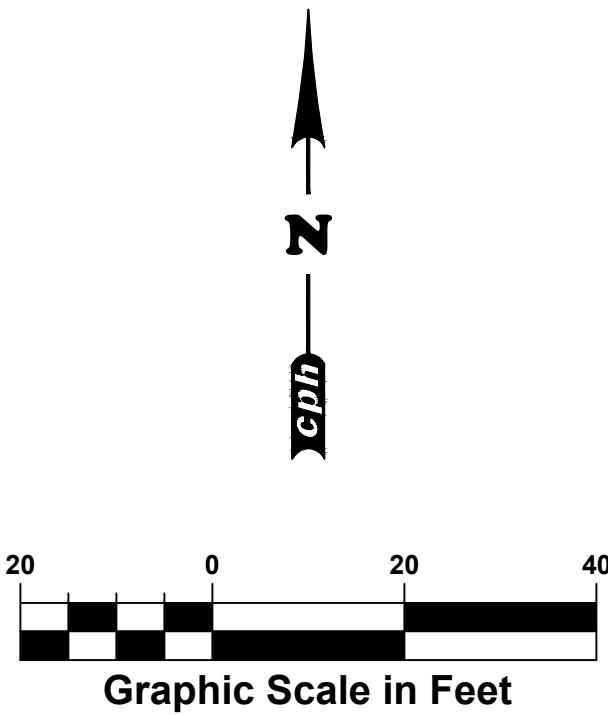
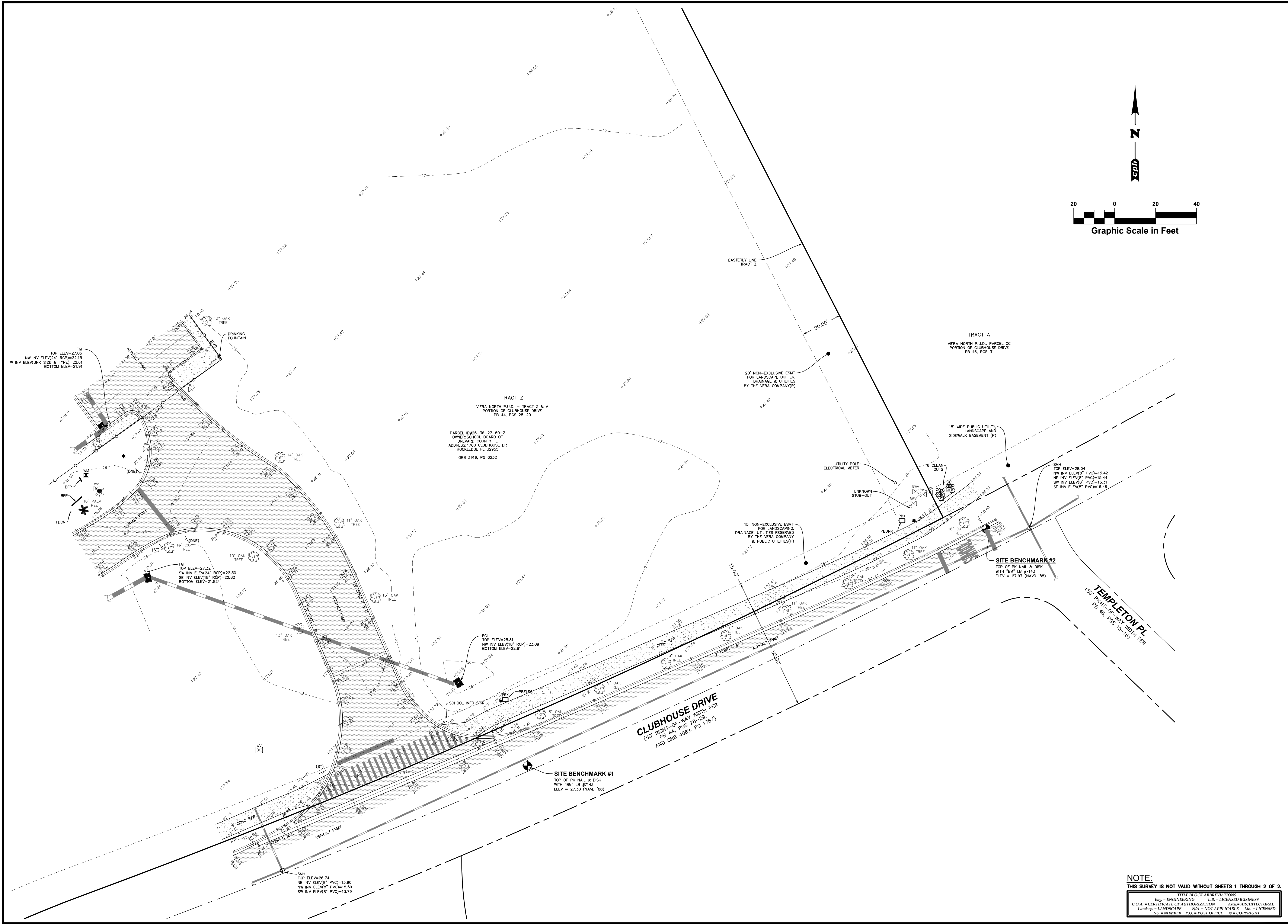
PAVEMENT

THE CONTRACTOR SHALL BASE HIS BID ON AN INDEPENDANT ESTIMATE OF PAVEMENT QUANTITIES AND RELATED APPURTENANCES.

OWNER/OPERATOR:
THE ENTITY THAT WILL OWN, OPERATE AND MAINTAIN THE PAVEMENT SHOWN ON THESE PLANS IS THE BREVARD COUNTY SCHOOL BOARD. THE CONTRACTOR SHALL BE EXPECTED TO MEET ALL THE REQUIREMENTS OF THAT ENTITY.

GENERAL DESIGN INTENT:
ALL PAVING SURFACES SHALL BE GRADED TO DRAIN POSITIVELY IN THE DIRECTION SHOWN BY THE SPOT GRATES ON THE PLANS AND TO PROVIDE A SMOOTHLY TRANSITIONED SURFACE WITH NO SHARP BREAKS IN GRADE, AND NO UNUSUALLY STEEP OR REVERSE CROSS SLOPES. IF DIFFERENT FROM THE GRADES SHOWN ON THE PLANS, IN THESE AREAS, IT MAY ALSO BECOME NECESSARY TO MAKE MINOR LOCAL FIELD ADJUSTMENTS IN THE GRADES TO ACCOMPLISH THE PURPOSES OUTLINED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH THE ABOVE. THE ENGINEER SHALL BE CONSULTED IF ANY CONFLICTS ARE ENCOUNTERED IN THE FIELD.

DESIGN MEETS FBC 2010, WITH 2014 REVISIONS.



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.

Eng. = ENGINEERING	L.B. = LICENSED BUSINESS
C.O.A. = CERTIFICATE OF AUTHORIZATION	Arch. = ARCHITECTURAL
Landscape = LANDSCAPE	N/A = NOT APPLICABLE
No. = NUMBER	P.O. = POST OFFICE
© = COPYRIGHT	

www.cphcorp.com

**A Full Service
A & E Firm**

Architects
Engineers
Landscape Architects
M / E / P
Planners
Structural
Surveyors

Traffic / Transportation
Development Coordination

Offices in:
• Florida
• Puerto Rico
• Connecticut
• Maryland
• Texas

Field Crew:	Drawn by:	Checked by:	Approved by:	Date:	Job No.:	File:	No.	Date	Revision	By
L.S.	J.T.F.	R.L.R.	T.J.G.	8/2/18	B14905	B14905.dwg	© 2018			

Survey Prepared by
CPH, Inc.

600 West Fulton St.
Sanford, FL 32771
Ph: 407.322.6841

Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Landscape Lic. No. LC0000298

TOPOGRAPHIC SURVEY

BREVARD COUNTY PUBLIC SCHOOLS

SITE ADDRESS
SECTION 27 TOWNSHIP 25 SOUTH-RANGE 36 EAST
BREVARD COUNTY, FLORIDA

Sheet No.

S1.0

SIGNAGE AND STRIPING INDEX

- 1 STOP BAR AND STOP SIGN
- 2 "EXIT ONLY" SIGN
- 3 "DO NOT ENTER" SIGN
- 4 SINGLE BROKEN WHITE LINE 6"

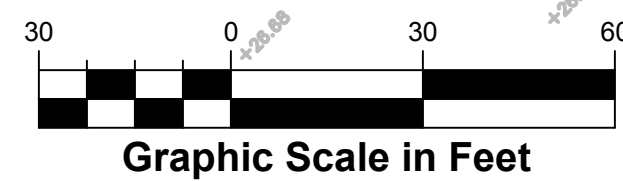
DIRECTIONAL ARROWS

PARKING COUNT

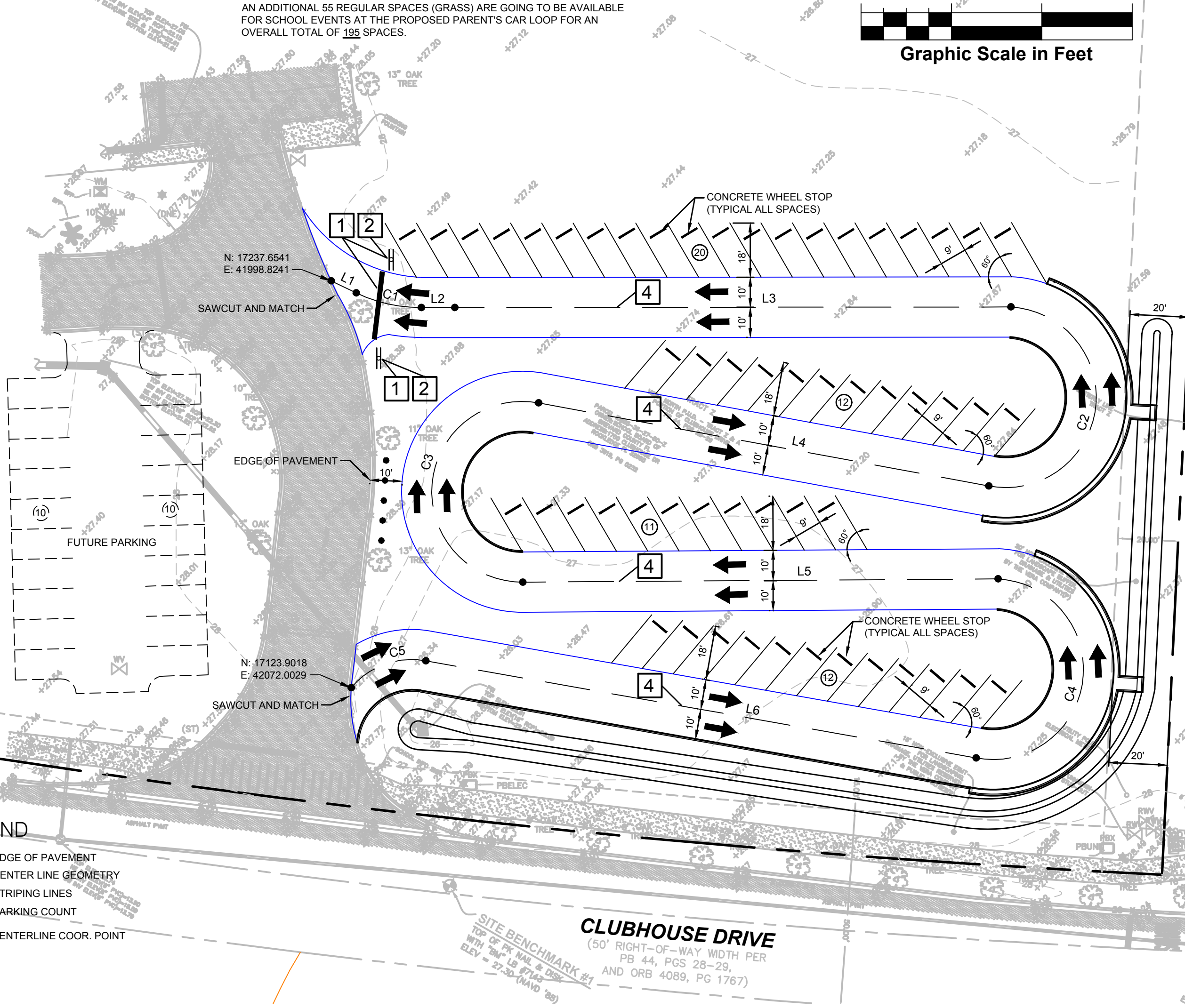
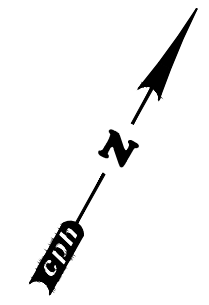
REQUIRED:	CRITERIA	COUNT	SPACES REQ'D.
STAFF / FACULTY:	1 SPACE EACH	90	90
STUDENTS:	1 SPACE EACH / 100 STUDENTS	700	7
	REQUIRED NO. SPACES		97
PROVIDED:			
PARENT LOOP:	(68 REGULAR SPACES)		50
BUS LOOP:	(84 REGULAR SPACES+6 H.C. SPACES)		90
	PROVIDED NO. SPACES		140

OVERFLOW:

AN ADDITIONAL 55 REGULAR SPACES (GRASS) ARE GOING TO BE AVAILABLE FOR SCHOOL EVENTS AT THE PROPOSED PARENTS CAR LOOP FOR AN OVERALL TOTAL OF 195 SPACES.



Graphic Scale in Feet



LEGEND

- EDGE OF PAVEMENT
- CENTER LINE GEOMETRY
- STRIPING LINES
- PARKING COUNT
- CENTERLINE COOR. POINT

SIGNAGE / STRIPING GENERAL NOTES

1. THE CONTRACTOR SHALL INCLUDE IN THE BID, THE COST OF SIGNING AND STRIPING. ALL SIGNING AND STRIPING SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND COUNTY STANDARDS. ALL ONSITE STRIPING SHALL BE PAINTED TO CONFORM TO FDOT STANDARDS AND SHALL INCLUDE WHITE PARKING SPACE STRIPING, BLUE HANDICAP SPACE STRIPING WITH SYMBOL, WHITE STOP BARS, WHITE DRIVING LANE MARKING, AND WHITE TRAFFIC DIRECTIONAL ARROWS DEPICTED ON THE SITE PLAN. ALL STOP SIGNS SHALL BE 30" H. INTENSITY STOP SIGNS. THE CONTRACTOR SHALL FURNISH AND INSTALL AN APPROVED DISABLED PARKING SIGN 7' TO THE BOTTOM OF SIGN (ABOVE GRADE) AT THE HEAD OR FRONT OF EACH SPACE.
2. ALL PAVING WORK SHALL BE PERFORMED TO FDOT STANDARDS AND SPECIFICATIONS.
3. ALL TRAFFIC CONTROL SIGNS AND STRIPING MUST BE IN ACCORDANCE WITH THE 2016 FDOT MUTCD AND THE CITY OF ROCKLEDGE TRAFFIC STANDARDS.
4. TWO (2) WEEK "CURE TIME" ON ASPHALT REQUIRED PRIOR TO FINAL MARKINGS INSTALLATION. AFTER RECOMMENDED ASPHALT CURING PERIOD, RESTRIPE THE ENTIRE LOT WITH TWO (2) COATS OF CHLORINATED RUBBER-ALKYD AASHTO PAINT M248 (FS-TT-P-115) TYPE III, TWO (2) MILLS MIN. PER COAT.
5. NO MARKINGS ARE TO BE INSTALLED IN COUNTY RIGHT OF WAYS PRIOR TO FIELD APPROVAL OF LAYOUT LINES BY COUNTY TRAFFIC ENGINEER.
6. CENTERLINE OF PROPOSED PAVEMENT TO BE STRIPED USING 4" SOLID WHITE LANE LINE AND CONFORMING TO 2016 FDOT STANDARDS.
7. ARROWS TO CONFORM WITH ROADWAY AND TRAFFIC DESIGN STANDARD INDEX NO. 17346 (DRAWING 1 OF 14). PAINT ARROWS IN LOCATIONS SHOWN ON PLANS.
8. ALL SIGNS SHALL BE ERECTED WITH BRACKETS. ADDITIONALLY, THE BACK SIDE OF EACH SIGN IS REQUIRED TO HAVE THE DATE OF INSTALLATION STENCILED ON IT (MONTH/YEAR), IN ONE (1") INC FIGURES USING A LONG LASTING BLACK FLAT PAINT.
9. CONTRACTOR SHALL COMPLY WITH 2016 FDOT DESIGN STANDARDS AND SPECIFICATIONS.
10. AFTER RECOMMENDED ASPHALT CURING PERIOD, RESTRIPE THE ENTIRE LOT WITH TWO (2) COATS OF CHLORINATED RUBBER-ALKYD AASHTO PAINT M248 (FS-TT-P-115) TYPE III, TWO (2) MILLS MIN. PER COAT.

LINE TABLE

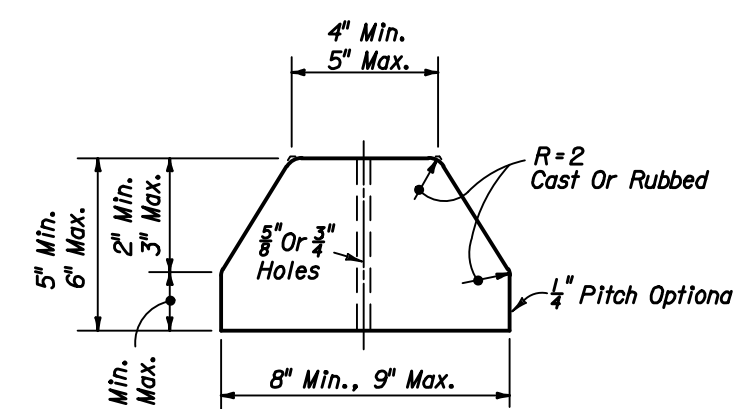
LINE	BEARING	DISTANCE
L1	N85°36'52.93"E	9.23'
L2	N60°00'27.20"E	11.11'
L3	N60°00'27.20"E	184.53'
L4	S70°31'10.77"W	151.89'
L5	N59°40'56.97"E	157.72'
L6	S70°04'09.19"W	185.44'

CURVE TABLE

CURVE	RADIUS	LENGTH	DEG. OF CURV.	TANGENT
C1	50.00'	22.35'	025°36'28"	11.38'
C2	30.00'	98.29'	187°42'28"	445.38'
C3	30.00'	99.93'	190°50'14"	316.30'
C4	30.00'	98.29'	187°42'13"	445.62'
C5	26.00'	27.59'	060°47'37"	15.25'

CENTERLINE GEOMETRY

INDEX MAP



DOWEL HOLES: 2 FOR 3/4" Ø 2" Ø STEEL DOWELS PROVIDE AND INSTALL DOWELS

TOP OF DOWELS SHALL BE 1-1/2" BELOW TOP OF WHEEL STOPS AND HOLES PLUGGED w/ CEMENT GROUT

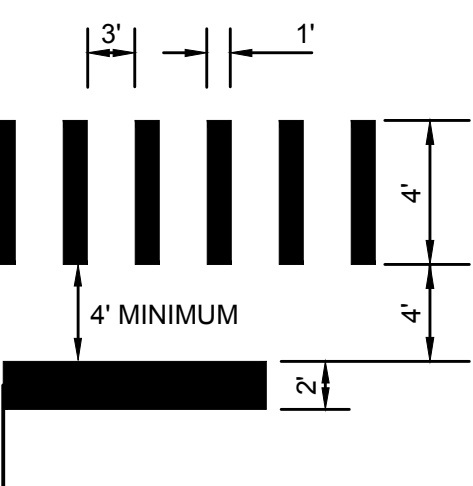
NOTE: WHEEL STOPS TO BE FURNISHED AND INSTALLED AT EACH PARKING SPACE.

WHEEL STOP DETAIL

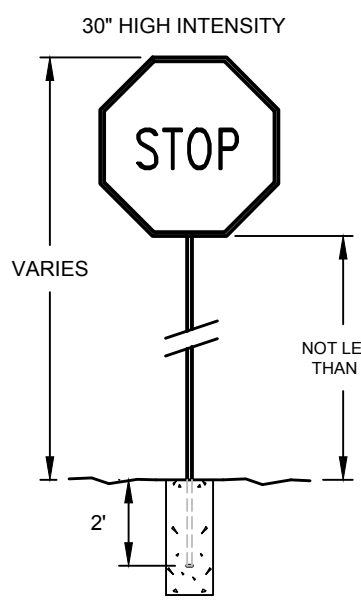
NOT TO SCALE

GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL INSTALL SYNTHETIC BALES AT ALL EXISTING INLETS AND SHALL REPLACE THEM AS NECESSARY TO REDUCE SILT DEPOSITS IN PIPES AND INLETS. AFTER THE LANDSCAPING IS COMPLETE, THE CONTRACTOR SHALL CLEAN ALL PIPES AND INLETS OF ACCUMULATED SILT AND DEBRIS AND SHALL REMOVE ALL TEMPORARY EROSION IMPROVEMENTS. THE CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES TO PROTECT SURROUNDING PROPERTIES.
2. PRIOR TO COMMENCING CONSTRUCTION THE CONTRACTOR SHALL WALK THE SITE WITH THE SCHOOL BOARD REPRESENTATIVE AND SHALL FLAG TREES AND OTHER VEGETATION TO BE PRESERVED AND PROTECTED DURING CONSTRUCTION. BUFFER AREAS ARE TO BE LEFT UNDISTURBED AND IN NATURAL CONDITION. ALL TREES SHALL BE SAVED IF THEY DO NOT POSE A CONFLICT WITH PROPOSED UTILITIES, PAVEMENT, SIDEWALKS OR REGRADING OF SIDE SLOPES TO EXISTING GRADE. ALL TREES TO BE RETAINED SHALL BE BARRICADED TO A POINT WHERE EXPOSED ROOTS SHALL BE PROTECTED (6' MIN. RADIUS) PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL VISIT THE SITE TO FAMILIARIZE HIMSELF WITH THE SITE CONDITIONS WHICH MAY AFFECT HIS BID. ANY SIGNIFICANT CONFLICTS AND/OR VARIATIONS OF THE FIELD CONDITIONS DIFFERING FROM THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR VERIFICATION AND DIRECTION PRIOR TO THE BID. UPON SUBMISSION OF BID IT IS ASSUMED THAT THE CONTRACTOR HAS INSPECTED THE SITE AND HAS INCLUDED ALL THE NECESSARY WORK ITEMS TO COMPLY WITH THE PLANS IN HIS BID.
4. IT IS THE OWNER'S INTENT TO START AND COMPLETE THIS WORK AS QUICKLY AS POSSIBLE. THE CONTRACTOR SHALL HAVE 60 CONSECUTIVE CALENDAR DAYS TO SUBSTANTIALLY COMPLETE THE WORK IN THIS CONTRACT AND 7 DAYS TO COMPLETE ALL SUBSEQUENT PUNCH LIST ITEMS. ANY TIME DELAY BEYOND THIS 7 DAY PUNCH LIST PERIOD MAY BE THE BASIS FOR ASSESSMENT OF LIQUIDATED DAMAGES BY THE OWNER.
5. THE CONTRACTOR SHALL OBTAIN COPIES OF ALL PERMITS AND COMPLY WITH ALL PROVISIONS THEREIN (IF APPLICABLE). LIKEWISE HE SHALL BE RESPONSIBLE FOR COORDINATING CONSTRUCTION INSPECTIONS (321) 633-3590 x13073
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE VARIOUS GRADING, PAVING, AND DRAINAGE WORK TO ACCOMPLISH THE PROPER FUNCTIONING OF THE SITE IMPROVEMENTS.
7. TO PREVENT WATER FROM PONDING OR STANDING ON SIDEWALK OR PAVEMENT OR SIDEWALK, THE CONTRACTOR SHALL SOD THOSE AREAS DESIGNATED ON THE PLANS OR IN THE BID DOCUMENTS AND MAINTAIN UNTIL A STAND OF GRASS HAS BEEN ATTAINED.
8. THE CONTRACTOR SHALL TAKE ALL NECESSARY SAFETY MEASURES AND PRECAUTIONS TO PROTECT THE FACULTY, STAFF AND OTHER PERSONS THROUGHOUT THE DURATION OF HIS WORK.
9. THE CONTRACTOR SHALL RESTORE AND REPAIR ALL SIDEWALKS, PAVEMENT OR GRASSY AREAS DAMAGED DURING THE CONSTRUCTION TO EQUAL OR BETTER CONDITION AND SHALL INCLUDE SUCH COSTS IN HIS BID. DISTURBED GRASSY AREAS SHALL BE SODDED WITH "BAHIA" GRASS UNLESS OTHERWISE NOTED ON THE PLANS.
10. THE OWNER SHALL HAVE THE RIGHT TO SALVAGE MATERIAL OR EQUIPMENT. ALL MATERIAL OR EQUIPMENT NOT SALVAGED BY THE OWNER SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE PROMPTLY REMOVED FROM THE SITE.
11. THE CONTRACTOR SHALL DRAW HIS /HER CONCLUSIONS CONCERNING THE NEED FOR DEWATERING OR OTHER EARTHWORK EQUIPMENT, METHOD AND PROCEDURES TO ACCOMPLISH THE WORK SHOWN ON THIS PLANS. THESE COSTS SHALL BE INCLUDED IN THE BID PRICES FURNISHED TO THE OWNER. NO ADDITIONAL COMPENSATION FOR DEWATERING WILL BE APPROVED. IF DEWATERING IS NECESSARY, THE CONTRACTOR SHALL USE PUMPS WITH A CAPACITY OF LESS THAN 895 GPM AND WITH A DISCHARGE PIPE OF LESS THAN 6"Ø, AND LESS THAN 30 WELL POINTS (AND OTHER THRESHOLDS ESTABLISHED BY THE WATER MGMT. DISTRICT). THE INTENTION OF THIS REQUIREMENT IS TO PRECLUDE THE NEED FOR A DEWATERING CONSUMPTIVE USE PERMIT. IF THE CONTRACTOR TRIPS THE THRESHOLD IDENTIFIED IN F.A.C. CHAPTER 40C-42, THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN A DEWATERING CONSUMPTIVE USE PERMIT ON HIS OWN TIME AND AT HIS OWN EXPENSE.
12. THE CONTRACTOR SHALL CONFORM WITH ALL INSPECTION REQUIREMENTS OF THE BREVARD COUNTY PUBLIC SCHOOLS. FAILURE TO COMPLY WITH INSPECTION REQUIREMENTS SHALL RESULT IN NON-ACCEPTANCE OF SPECIFIC WORK ITEMS.
13. ALL EXCAVATIONS SHALL BE STAKED AND PROBED PRIOR TO ACTUAL WORK.
14. ALL UNFORESEEN UNDERGROUND UTILITIES (WATER, SEWER, ELECTRIC, ETC.) DAMAGED DURING CONSTRUCTION SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE OR THE ENGINEER AND SHALL IMMEDIATELY BE REPAIRED AND RESTORED BY THE CONTRACTOR TO MINIMIZE DISRUPTION TO THE FACILITY'S OPERATION. ALL UNFORESEEN UNDERGROUND REPAIRS SHALL BE A CHANGE ORDER TO THE PROJECT.
15. FINISHED PAVEMENT ALONG PARENT PICK-UP AND DROP OFF AND PARKING LOT SHALL BE SIX INCHES (6") BELOW EXISTING PEDESTRIAN SIDEWALKS. CONTRACTOR TO FIELD VERIFY PROPOSED PAVEMENT AND CONSTRUCTION ELEVATION AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
16. WHERE NEW PAVEMENT TIES TO EXISTING, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT AND THEN MATCHED.
17. AS PART OF THE WORK, THE CONTRACTOR SHALL ADJUST EXISTING SANITARY MANHOLE TOPS, STORM INLET GRATES, WATER VALVE BOXES, ETC. TO MATCH THE PAVEMENT.
18. CONTRACTOR TO COORDINATE WITH A REPRESENTATIVE OF THE SCHOOL BOARD, FOR THE OF RELOCATION THE EXISTING IRRIGATION SYSTEM IMPACTED BY THE WORK.
19. THE DESIGN COVERED BY THIS PROJECT MEETS FBC 2010, WITH 2014 REVISIONS.
20. THE SIGNAGE INSTALLED AS PART OF THIS PROJECT IS SHALL MEET WIND LOAD CRITERIA PER ASCE 7-98, FBC 423.10.6 AND 423.9, AND BE CERTIFIED AS SUCH BY A FLORIDA REGISTERED ENGINEER.



CROSSING AND STOP BAR DETAIL



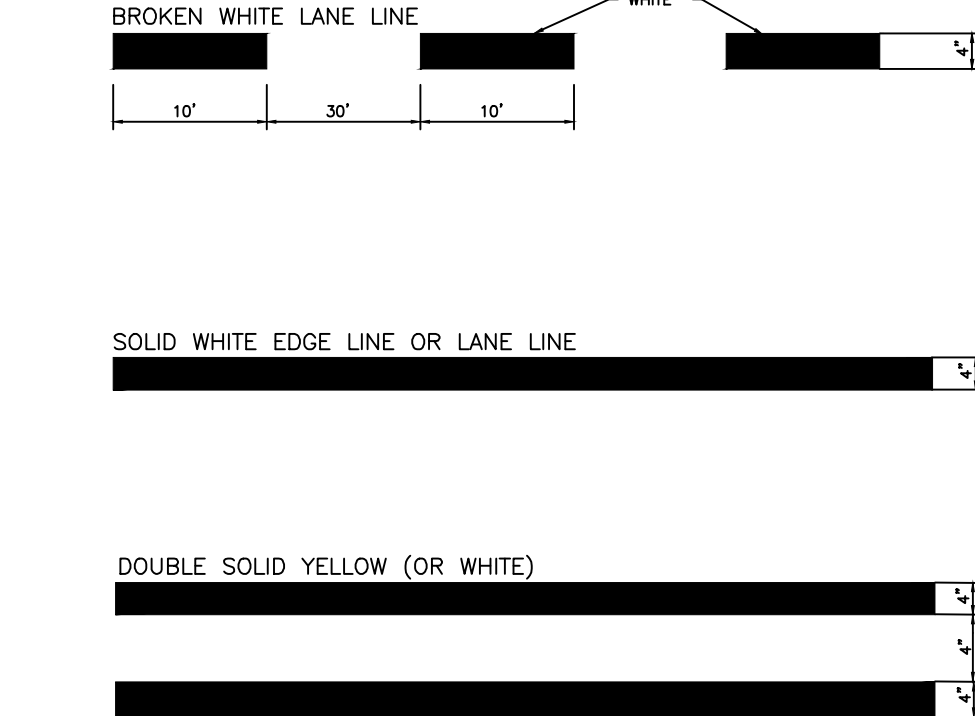
STOP SIGN DETAIL

NOTES

1. MOUNT ALL SIGNS IN ACCORDANCE WITH FDOT INDEX 17302
2. ALL SIGNS TO BE MOUNTED IN CONCRETE

CROSSWALK AND STOP BAR / SIGN DETAIL

N.T.S.



TYPES OF PERMANENT LONGITUDINAL LINES

FDOT INDEX NO. 17346

No.	Date	Revision	By	No.	Date	Revision	By
1				1			
2				2			
3				3			
4				4			



A Full Service A & E Firm

Architects
Engineers
Environmental
Landscape Architects
Traffic/Transportation

M / E / P
Planners
Structural
Surveyors

Florida
Puerto Rico
Connecticut
Maryland
Texas

Designed by:	BCB	Date:	9/04/2018
Drawn by:	BCB	Scale:	
Checked by:	BCB		
Approved by:	ACL		
Job No.	B14905		©2018

**R.M. WILLIAMS ELEMENTARY
DRIVE LANE ADDITION**
ROCKLEDGE, FL 32955

Plans Prepared By:	CPH, Inc.
1117 E. Robinson St. Orlando, FL 32801	
Ph: 407.425.0452	
Eng. C.O.A. No. 3215 Arch. Lic. No. AA2600926	
Survey L.B. No. 7143 Landsc. Lic. No. LC0000298	

ALLEN C. LANE, JR., P.E.
REG.# 60144

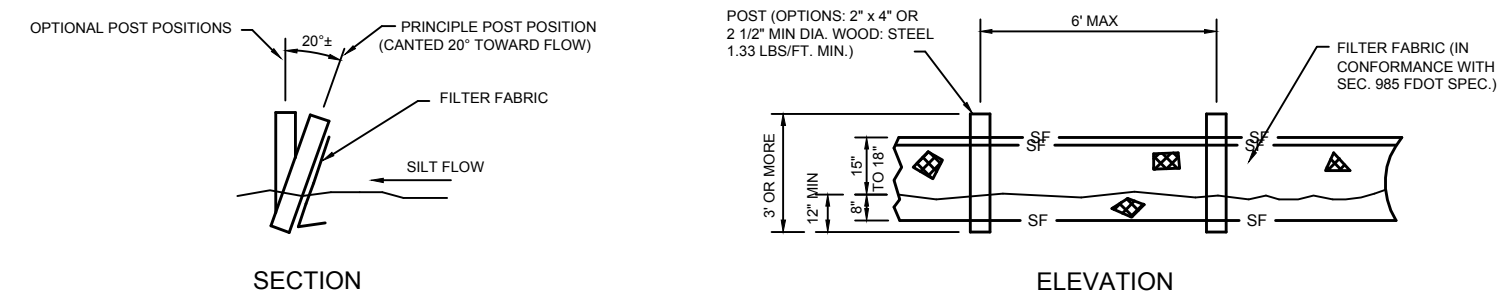
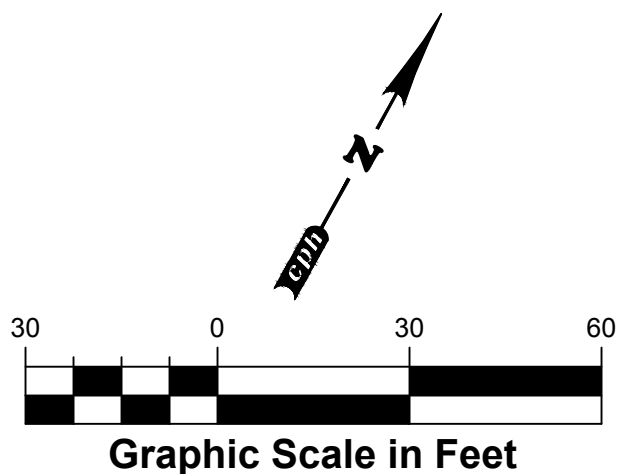
DIMENSION PLAN

Sheet No.

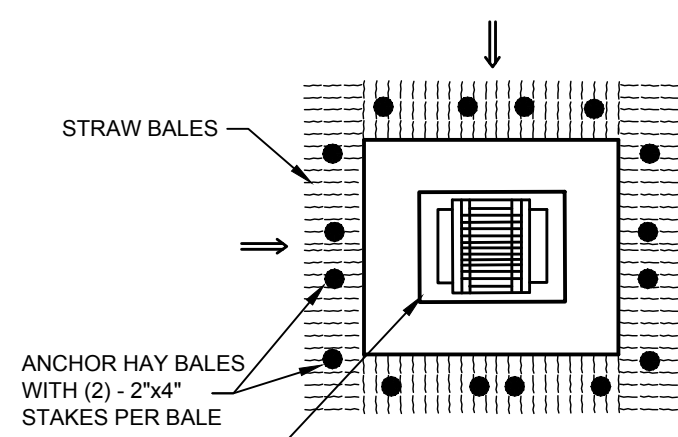
C2.0

PAVEMENT WORK DESCRIPTION

- (A) PROVIDE AND MAINTAIN INLET PROTECTION AND PERIMETER SILT FENCING THROUGHOUT ENTIRE CONSTRUCTION PROCESS.
- (B) CLEAR AND GRADE DESIGNATED PROJECT AREA AND CONSTRUCT 20' WIDE ASPHALT PAVEMENT.
- (C) CONSTRUCT GRASS DRAINAGE SWALE.
- (D) INSTALL CONCRETE WHEEL STOPS AT ALL DESIGNATED PARKING SPACES.
- (E) INSTALL RIBBON CURB. SEE DETAIL THIS SHEET
- (F) INSTALL CURB AND GUTTER, FDOT INDEX 300, TYPE "F" CONCRETE CURB. PROVIDE 2' TRANSITION AT ALL CURB TERMINATION.
- (G) INSTALL CONCRETE TRAFFIC SEPARATOR (BOLLARDS), FIVE(5) REQUIRED @ 6' CENTER TO CENTER.



FDOT TYPE III SILT FENCE DETAIL



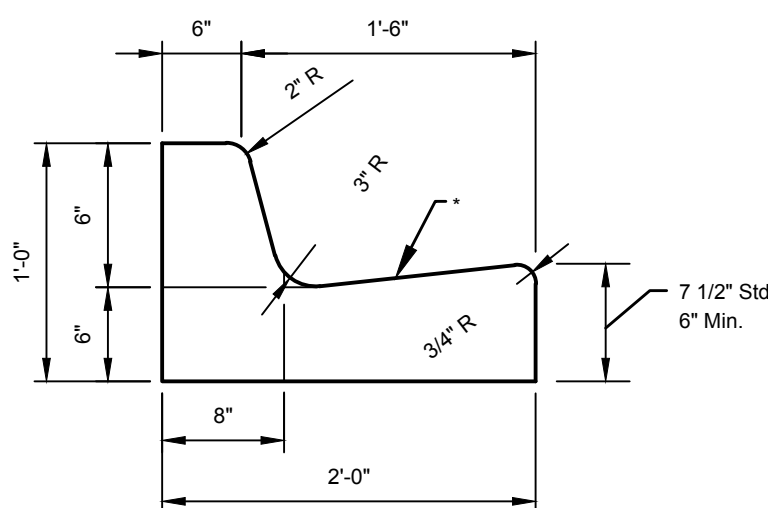
- NOTE:
1. ALL BALED SYNTHETIC MATERIAL UTILIZED SHALL COMPLY WITH THE PROVISIONS OF THE FDOT STANDARD SPECIFICATIONS, SECTION 951-3.1 (DRY MULCH).
 2. ANCHOR BALES WITH TWO 2" x 4" STAKES PER BALE.

CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (BALES OR SILTATION CURTAIN) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, AND WATER WAYS. IN ADDITION, CONTRACTOR SHALL PLACE GRAVEL OR OTHER SUITABLE MATERIAL ON GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT SITE IF, IN THE OPINION OF THE ENGINEER AND/OR LOCAL AUTHORITIES, EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC. THE CONTRACTOR IS TO REMOVE AND CLEAN SAID EARTH TO THE SATISFACTION OF THE ENGINEER AND/OR AUTHORITIES. EROSION CONTROL BARRIERS SHALL BE ESTABLISHED AS SITE WORK PROCEEDS AND BE MAINTAINED UNTIL SUCH TIME AS VEGETATION OR OTHER CONTROLS BECOME EFFECTIVE.

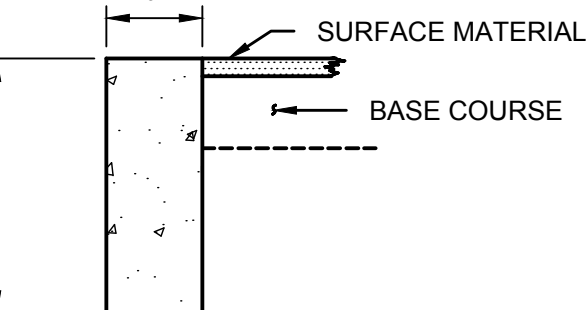
SYNTHETIC STRAW BALE DETAIL

EROSION CONTROL DEVICES

NOT TO SCALE FDOT INDEX No. 102



FDOT CURB DETAIL

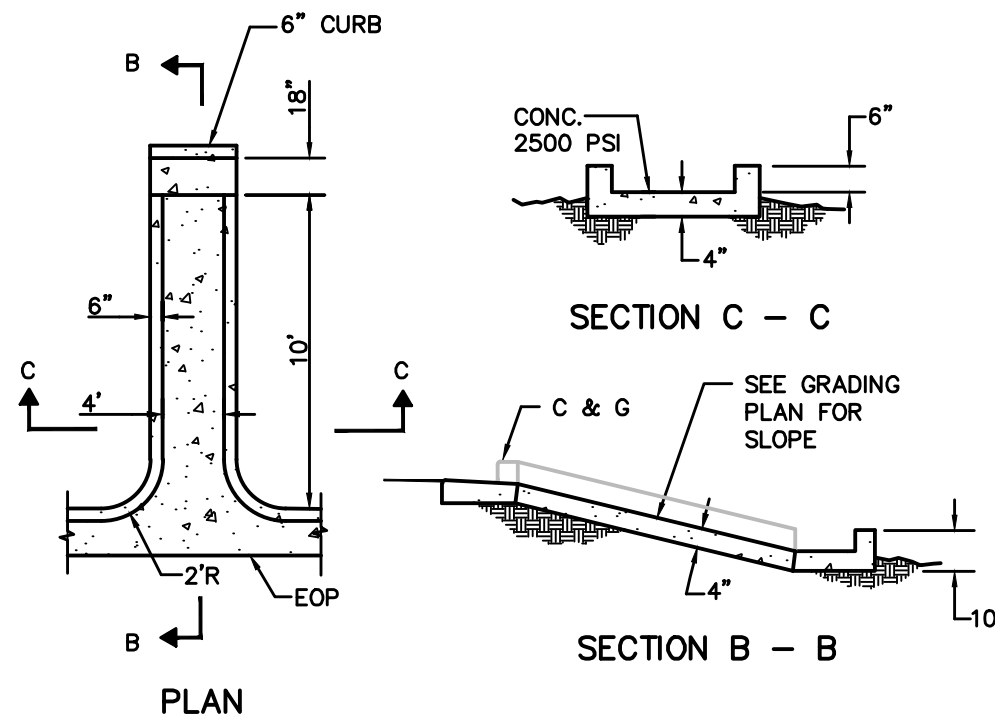


RIBBON TYPE CURB

- * NOTES:
- WHEN USED ON HIGH SIDE OF ROADWAYS THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT.
 - THE THICKNESS OF THE LIP SHALL BE 6" UNLESS OTHERWISE SHOWN ON PLANS.

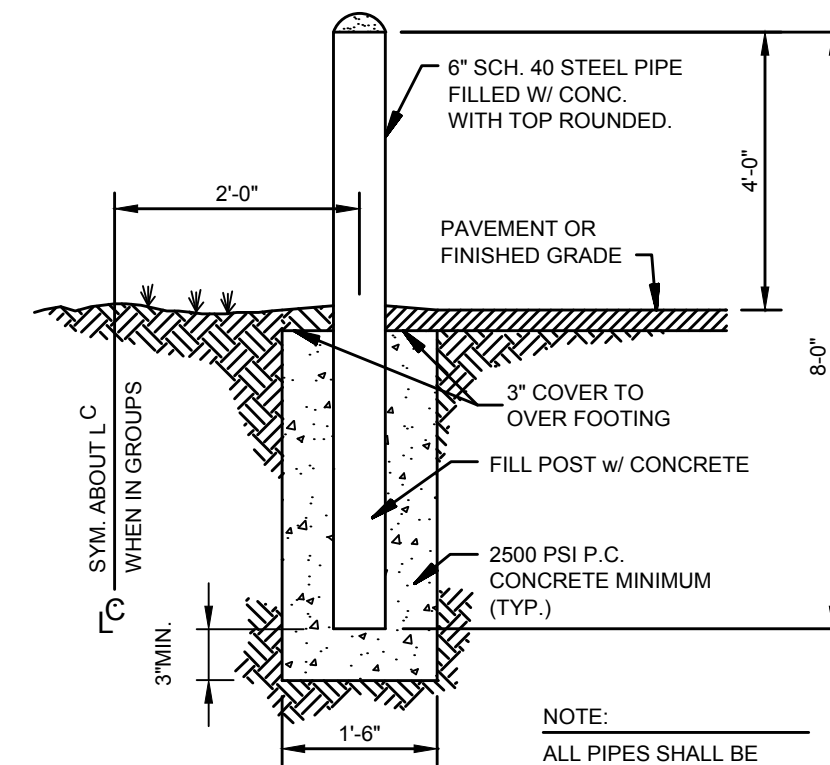
FDOT CURB DETAIL

NOT TO SCALE



CONCRETE FLUME DETAIL

NOT TO SCALE



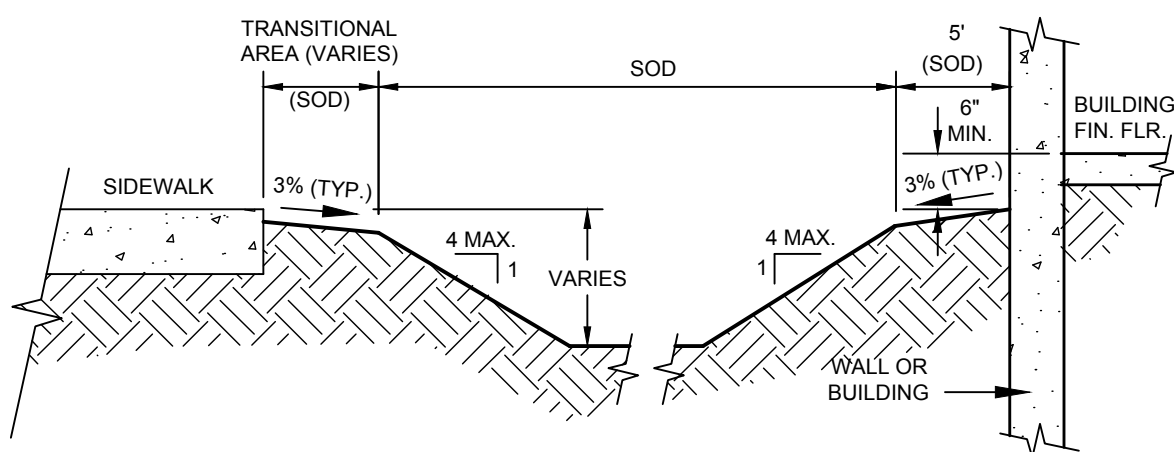
BOLLARD DETAIL

NOT TO SCALE

LEGEND

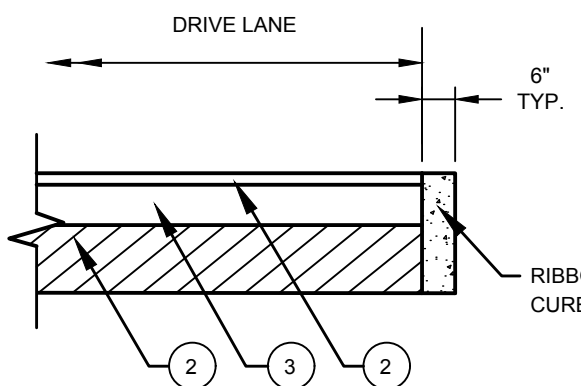
- EXISTING RIGHT OF WAY
- 26- PROPOSED SWALE
- PROPOSED PAVEMENT
- PROPOSED GRADE SHOT
- xx xx EXISTING PAVT GRADE
- MEG MATCH EXISTING GRADE
- SF SILT FENCE

CLUBHOUSE DRIVE
(50' RIGHT-OF-WAY WIDTH PER PB 44, PGS 28-29, AND ORB 4089, PG 1767)



TYPICAL GRADING DETAIL

NOT TO SCALE



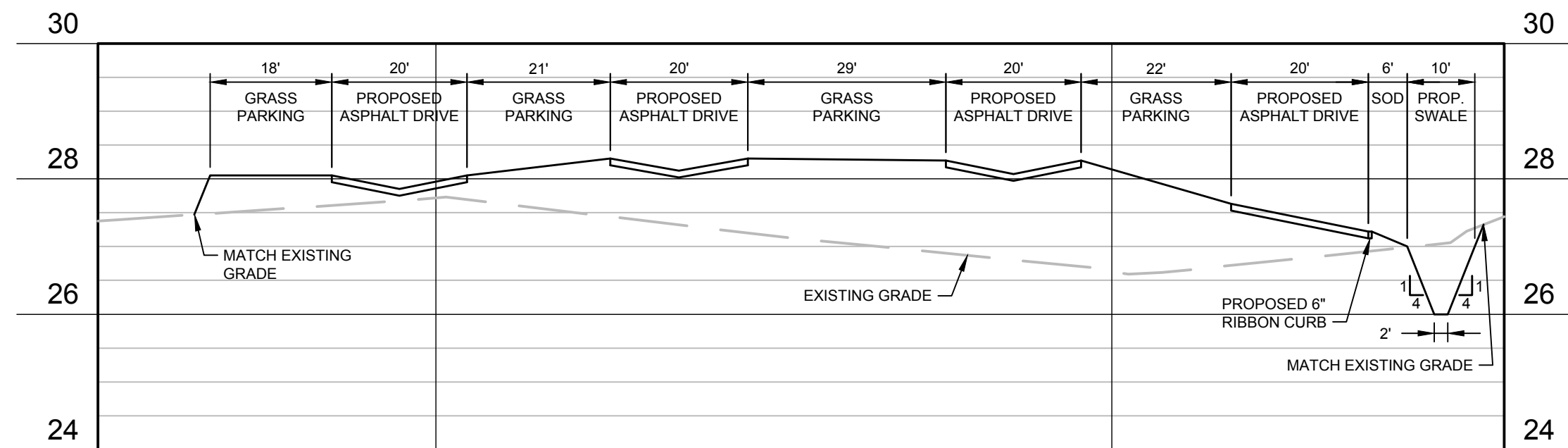
TYPE OF SERVICE	ASPHALTIC CONCRETE SURFACE	BASE	SUB-GRADE
PARENT DROP, PARKING SPACES	1 1/2" TYPE SP-9.5	8 INCHES	10 INCHES

PAVEMENT DESIGN:

1. FDOT ASPHALTIC CONCRETE. USE OF RECYCLED ASPHALT PAVEMENT (RAP) MATERIAL IN THE ASPHALT MIX IS ALLOWED UP TO FDOT GUIDELINES.
2. CRUSHED CONCRETE BASE MUST MEET FOOT ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS SECTION 204 REQUIREMENTS. CRUSHED CONCRETE BASE SHALL A MINIMUM LBR RATIO OF 100% MAX. 6" LIFT COMPACTED TO 95% MAX. DRY DENSITY (ASTM-598).
3. SUBBASE SHALL HAVE A MINIMUM LIMEROCK BEARING RATIO (LBR) VALUE OF 40%. THE STABILIZED SUBBASE MUST BE COMPACTED TO A MINIMUM 98% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D-1557, AASHTO T-180).
4. CONTRACTOR TO REFER TO THE DEVELOPMENT PLAN FOR PAVEMENT GRADING AND SLOPES.

TYPICAL PAVEMENT SECTION

NOT TO SCALE



CROSS-SECTION A-A

SCALE: 1" = 20' H
1" = 2' V

Drawing name: J:\B\4905\DWG\DWG\Design\B\4905 C3.0 Development Plan.dwg, Sep 04, 2018 - 9:37am gmore

No.	Date	Revision	By	No.	Date	Revision	By
1				1			
2				2			
3				3			



A Full Service A & E Firm
Architects
Engineers
Environmental
Landscape Architects
Traffic/Transportation

Offices In:
• Florida
• Puerto Rico
• Connecticut
• Maryland
• Texas

Designed by: BCB
Drawn by: BCB
Checked by: BCB
Approved by: ACL
Job No. B14905
Date: 9/04/2018
Scale: ©2018

**R.M. WILLIAMS ELEMENTARY
DRIVE LANE ADDITION
ROCKLEDGE, FL 32955**

Plans Prepared By:
CPH, Inc.
1117 E. Robinson St. Orlando, FL 32801
Ph: 407.425.0452
Eng. C.O.A. No. 3215 Arch. Lic. No. AA2600926
Survey L.B. No. 7143 Landscp. Lic. No. LC0000298

ALLEN C. LANE, JR., P.E.
REG.# 60144

DEVELOPMENT PLAN

Sheet No.

C3.0

DESIGN DEVELOPMENT PLAN

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor:		
2. Fund/Account #:	3. Department Name:	
4. Contract Description:		
5. Contract Monitor:	7. Contract Type:	
6. Dept/Office Director:		

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u> <u>YES</u> <u>NO</u>	<u>SIGNATURE</u>
User Agency		_____
Risk Management		_____
County Attorney		_____

SECTION III – REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u> <u>YES</u> <u>NO</u>	<u>SIGNATURE</u>
User Agency		_____
Risk Management		_____
County Attorney		_____



SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.4.

4/21/2020

Subject:

Approval Re: Funding and Maintenance Agreement with The Viera Company and Central Viera Community Association; Joint Participation Agreement and Resolution with the State of Florida Department of Transportation; and Permission to Advertise, Award and Execute the Construction Contract for the Viera Boulevard Interstate 95 Interchange Landscaping Improvements - District 4

Fiscal Impact:

Up to \$758,276 Reimbursement from the Joint Participation Agreement with the State of Florida Department of Transportation for the landscaping installation. All other project costs, not reimbursed by the State, including the maintenance will be provided by The Viera Company. The County will not incur any costs associated with this project, including construction, Establishment Period, and maintenance.

Dept/Office:

Public Works Department/Finance and Contracts Administration

Requested Action:

It is requested the Board of County Commissioners: 1) approve and authorize the Chair to execute the Funding and Maintenance Agreement between Brevard County, The Viera Company, and the Central Viera Community Association and the Joint Participation Agreement and Resolution with the State of Florida Department of Transportation for the Landscaping Improvements on State Road 9 (Interstate 95) from South of Viera Boulevard Interchange to North of Viera Boulevard Interchange FM# 428238-2-58-01 and 428238-3-58-01; 2) grant permission to advertise, award to the lowest, responsive and responsible bidder and authorize the Chair to execute the construction contract, contingent upon review and approval by the County Attorney's Office and Risk Management for the landscaping improvements; and 3) approve any necessary Budget Change Requests associated with this request.

Summary Explanation and Background:

The project consists of the installation, Establishment Period, maintenance and associated work for the landscaping improvements on the Interstate 95/Viera Boulevard Interchange. The total cost of the installation and Establishment Period of the project is estimated at \$948,353. The Joint Participation Agreement with the State of Florida Department of Transportation (F.D.O.T.) will provide financial assistance to the County towards the installation costs in the amount not to exceed \$758,276 as detailed in Exhibit "B" of the Joint Participation Agreement.

The Viera Company (T.V.C.) and the Central Viera Community Association have agreed to participate in the project. T.V.C. has agreed any costs exceeding the F.D.O.T. financial assistance amount, will be reimbursed to the County by T.V.C., including, but not limited to construction change orders, other construction related expenses, and the two-year Establishment Period. All these additional expenses are included in the

49

commitment of T.V.C. to the County as outlined in the Funding and Maintenance Agreement. T.V.C. has agreed to assume the maintenance obligations and associated maintenance costs for the project, per the standards in the Joint Participation Agreement following the completion of the two-year Establishment Period with such maintenance obligations intended to be assigned by T.V.C. to the Central Viera Community Association. The County will not incur any costs associated with the maintenance of the project.

Upon Board approval of the aforementioned agreements, funding for this project will be secured. Staff is requesting permission to advertise the construction bid. Per Board Policy-28, pre-qualification of the lowest, responsive and responsible bidder shall be conducted prior to the award with concurrence from F.D.O.T. It is further requested the Board authorize the Chair to execute the construction contract, contingent upon review and approval by the County Attorney's Office and Risk Management.

Clerk to the Board Instructions:

Please return the Funding and Maintenance Agreement and Joint Participation Agreement and Resolution to the Public Works Department.

Financial Management No.: 428238-2-58-01 428238-3-58-01 Agency: Brevard County Contract No:	Fund: DS Activity: 215 Contract Amount: \$758,276.00	FLAIR Approp: 088716 FLAIR Obj: 563000 Org. Code: 55054010508 Vendor No.: F596000523164
--	--	--

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
BREVARD COUNTY

This Agreement, made and entered into on _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and **BREVARD COUNTY**, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. _____ dated _____, a copy of which is attached hereto as Exhibit “F” and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the “Landscaping Improvements on State Road 9 (Interstate 95) from South of Viera Boulevard Interchange to North of Viera Boulevard Interchange”, in the DEPARTMENT’S Fiscal Year 2019/2020, said Project being known as FM#428238-2-58-01 and FM#428238-3-58-01, hereinafter referred to as the “Project”; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project; and;

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by April 30, 2021, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties for maintenance responsibilities of the LOCAL GOVERNMENT. The DEPARTMENT will review the need for the LOCAL GOVERNMENT to continue maintenance of the Improvements on a five-year basis, and if it is determined by the DEPARTMENT that maintenance is no longer needed, the DEPARTMENT may unilaterally terminate the Agreement, upon thirty (30) days written notice to the LOCAL GOVERNMENT.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall perform necessary preliminary engineering, prepare all design plans for the Project, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. All work provided by the LOCAL GOVERNMENT hereunder shall be undertaken consistent with and in accordance with the Terms & Conditions set forth in Exhibit "D" hereto. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. In addition to the Terms & Conditions set forth in Exhibit “D”, the LOCAL GOVERNMENT agrees to undertake the design and construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications. The LOCAL GOVERNMENT agrees to use current Standard Plans, FDOT Design Manual, and Standard Specifications corresponding to the letting date (bid opening). The latest landscaping Special Provision Specification 580 can be found at:

<https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Package/Workbook/LAPSpecificationSelection.aspx>

C. The landscaping design:

- i) Shall have more emphasis on trees and less on shrubs. Typically, more large trees and fewer shrubs can instantly increase “curb appeal” and wow factor of the landscaping. It can also cost much less to maintain than extensive masses of ornamental shrubs or other high maintenance material.
- ii) Does not prohibit shrubs. Shrubs can be used when and where they are part of the best design solution.
- iii) Consider the Right Plant, Right Place – does the palette fit the surroundings?

During the design process, the design plans will be reviewed by the Department to see if all guidelines are being followed.

D. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for the landscaping described herein and this Agreement is deemed to constitute a permit for said work.

E. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

F. The LOCAL GOVERNMENT understands that they are responsible for the preparation of all design plans for the Project, at the expense of the LOCAL GOVERNMENT, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. The LOCAL GOVERNMENT shall assure that the design, construction, installation, and maintenance is consistent with and meets all criteria and limitations of Rule 14-40.030,

Florida Administrative Code, as it relates to Vegetation Management at Outdoor Advertising Signs.

G. One (1) copy of the design plans shall be provided to the DEPARTMENT'S Design Project Manager. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT'S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT'S review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans, however, all changes requested by the DEPARTMENT shall be made by the Engineer of Record/LOCAL GOVERNMENT with the understanding that final decision rest with the DEPARTMENT. All corrected plans shall be provided to the DEPARTMENT in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT within ten (10) days of the receipt of said documents. After acceptance of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from D5-ConstructionSpecialProjects@dot.state.fl.us.

H. The LOCAL GOVERNMENT shall not advertise for bids until the DEPARTMENT issues the Notice to Proceed. **Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

I. The expenditure of funds pursuant to this Agreement shall comply with the terms of Section 334.044(26), Florida Statutes, as amended.

J. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or, in accordance with the requirements set forth in Exhibit "D" and in accordance with the Special Provisions, as it may be amended from time to time, the LOCAL GOVERNMENT may hire an experienced qualified landscape contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

- i) Illicit Discharge Training. All persons employed by the Contractor or Subcontractors working within the DEPARTMENT'S right-of-way shall have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: <http://www.dot.state.fl.us/emo/sched/train1.shtm>.

- ii) The LOCAL GOVERNMENT shall provide a list of persons trained prior to submittal of the first invoice. The LOCAL GOVERNMENT shall provide an updated list of new Contractor/Subcontractor employees annually thereafter.

K. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (hereinafter "CCEI") to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The LOCAL GOVERNMENT'S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

L. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

M. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "D".

N. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

O. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being constructed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

P. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Registered Landscape Architect, this notification shall contain a Landscape Architect's Certification of Compliance, signed and

sealed by a Registered Landscape Architect, the form of which is attached hereto as Exhibit “E”. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the accepted plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

3. MAINTENANCE

A. The DEPARTMENT and the LOCAL GOVERNMENT agree that until such time as the landscaping and all other improvements constructed or installed in the Department’s Right of Way need to be removed from the Right of Way, the LOCAL GOVERNMENT shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable DEPARTMENT guidelines, standards, and procedures (Project Standards) including but not limited to a) Procedure 850-000-015 Roadway and Roadside Maintenance; b) Procedure 850-065-002 Maintenance Rating Program Handbook; c) Guide for Roadside Vegetation Management; and as herein below specified.

- i) The LOCAL GOVERNMENT hereby agrees to have the landscaping installed on the Project as specified in the Landscape Plan(s). Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- ii) The LOCAL GOVERNMENT agrees to maintain the landscaping installed by the Project in accordance with the Landscape Maintenance Plan(s). Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT’S responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14.40.003(5), as it may be amended from time to time. The maintenance functions to be performed by the LOCAL GOVERNMENT shall be subject to periodic inspections by the DEPARTMENT. The LOCAL GOVERNMENT shall not change or

deviate from said plan(s) without written approval of the DEPARTMENT.

- iii) The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic pursuant to the Standard Plans Index Series 102, and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time, during the course of the maintenance functions so that the safe and efficient movement of the traveling public is maintained. During maintenance functions, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the maintenance area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S current Standard Plans, pursuant to the latest spec and standard plans based on the date of the letting (bid opening).
- iv) If at any time after the LOCAL GOVERNMENT has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT that the Project, as will be designed by the LOCAL GOVERNMENT, or a part thereof is not properly installed or maintained pursuant to the terms of this Agreement, the District Secretary or his/her designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the LOCAL GOVERNMENT to place said LOCAL GOVERNMENT on notice thereof. Thereafter, the LOCAL GOVERNMENT shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may terminate the Agreement, in which case the LOCAL GOVERNMENT shall at its own expense and within sixty (60) calendar days after written notice by

the DEPARTMENT, remove all of the landscaping that the DEPARTMENT directs be removed and return the Right-of-Way to its original condition. The LOCAL GOVERNMENT will own such materials it removes and the DEPARTMENT shall own any materials remaining. If the LOCAL GOVERNMENT fails to timely remove the landscaping that the DEPARTMENT has directed to be removed, then the DEPARTMENT shall be deemed to own the landscaping materials and may remove the materials at the expense of the LOCAL GOVERNMENT.

- v) It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The LOCAL GOVERNMENT shall be given sixty (60) calendar days notice to remove said landscaping after which time the DEPARTMENT may remove the same.

4. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **\$948,353.00 (Nine Hundred Forty Eight Thousand Three Hundred Fifty Three Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit "A", Scope of Services. The Method of Compensation is included in Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$758,276.00 (Seven Hundred Fifty Eight Thousand Two Hundred Seventy Six Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. Notwithstanding the fact that said work is not reimbursable, any and all additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project shall be included in the LOCAL GOVERNMENT'S DEPARTMENT accepted plans and in Exhibit "A", Scope of Services.

No work may be performed in the Department's Right of Way that has not specifically been approved by the Department. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation. Travel costs will not be reimbursed.

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 428238-2-58-01 and 428238-3-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A", Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance

retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds must be forfeited at the end of the Agreement term.

i) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

ii) The LOCAL GOVERNMENT must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon reasonable request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of all subcontractors performing work on the Project, and all other records of the subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

M. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

N. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

O. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

5. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this contract.

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part, at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary

bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

7. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

D. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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 a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list 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 a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the

employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-mail). Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Point of Contact:

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5520
D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Jeanette Scott
Contracts Administrator
Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940
321-617-7202
Jeanette.Scott@brevardfl.gov

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: See attached signature page

Name: _____

Title: _____

As approved by the Board on:

Attest:

Legal Review:

Local Government Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name: Loreen C. Bobo, P.E.

Title: Director of Transportation Development

Attest:

Executive Secretary

Legal Review:

Authorization Received from the Office of
the Comptroller as to Availability of Funds:

Joint Participation Agreement
FM#428238-2-58-01 and 428238-3-58-01

Signature Page: Brevard County (Local Government)

By: _____

Bryan Lober, Chair

As approved by the Board on: _____

Attest:

Scott Ellis, Clerk

Reviewed for legal form and content:

Jad Brewer, Assistant County Attorney

Exhibit “A”

SCOPE OF SERVICES

Financial Management Numbers: 428238-2-58-01 and 428238-3-58-01

PROJECT DESCRIPTION:

The LOCAL GOVERNMENT shall cause to be installed landscaping and other improvements within the Right of Way of “State Road 9 (Interstate 95) from South of Viera Boulevard Interchange to North of Viera Boulevard Interchange” (Section 70220000: Milepost 33.465 to Milepost 34.305). The LOCAL GOVERNMENT will also be responsible for providing consultant construction engineering and inspection services.

The landscaping design:

- i) Shall have more emphasis on trees and less on shrubs. Typically, more large trees and fewer shrubs can instantly increase “curb appeal” and wow factor of the landscaping. It can also cost much less to maintain than extensive masses of ornamental shrubs or other high maintenance material.
- ii) Does not prohibit shrubs. Shrubs can be used when and where they are part of the best design solution.
- iii) Consider the Right Plant, Right Place – does the palette fit the surroundings?

During the design process, the design plans will be reviewed by the Department to see if all guidelines are being followed.

The Project includes preparing all planting areas by removing sod, adding soil and adjusting grade for proper planting; purchasing all materials for the project and the installation of the landscaping improvements to the specifications shown in the accepted Landscape Plan; maintaining all aspects of the Project as in the Landscape Plan for the life of the project; staking all trees planted; and supplying Maintenance of Traffic in any roadway areas, if necessary.

The Project includes two segments with individual Financial Project numbers:

Segment **428238-2-58-01** includes completion of all services related to the purchase of the plant materials, fertilizer, soil amendments, mulches, staking, and the cost for labor associated with the installation of the planting. The expenditure of funds pursuant to this segment of the Project shall comply with the terms of Section 334.044(26), Florida Statutes, as amended. To the greatest extent practical, at least 50% of these funds shall be used to purchase large plant materials (large plant materials have been defined by the Florida Department of Transportation to be seven (7) gallon or larger containers as defined by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants") with the remaining funds for other plant materials. Except as prohibited by applicable law or regulation, all of the plant materials purchased shall be purchased from Florida commercial nursery stock in this state on a uniform competitive bid basis.

Segment **428238-3-58-01** includes completion of all services related to clearing and grubbing, erosion control/sediment barrier/inlet protection and the purchase and installation of sod. Additional costs that may be reimbursed under this segment include mobilization, maintenance of traffic, and consultant construction engineering and inspections services.

SPECIAL CONSIDERATIONS BY LOCAL GOVERNMENT:

The LOCAL GOVERNMENT shall not advertise the Project for bids until the DEPARTMENT issues the Notice to Proceed. **Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

The LOCAL GOVERNMENT shall construct and complete the Project in accordance with the approved plans, the Special Provisions, and the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, current edition. The LOCAL GOVERNMENT agrees to use current Standard Plans, FDOT Design Manual, and Standard Specifications corresponding to the letting date (bid opening). The latest landscaping Special Provision Specification 580 can be found at:

<https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Package/Workbook/LAPSpecificationSelection.aspx>

All existing fiber and power within the project limits shall be shown and labeled as “FDOT Fiber and power” on the plans. The LOCAL GOVERNMENT shall use cflsmartroads.com to obtain a .kmz file showing all existing fiber and power within the District to utilize in plan development. The LOCAL GOVERNMENT shall provide sight triangles one half mile from all cameras to ensure clearance of the proposed landscaping. All plantings shall maintain ten (10) feet clear path, five (5) feet either side, of all microwave vehicle detection systems (MVDS) across the entire roadway, including the median.

Any and all other work to be performed within the DEPARTMENT’S Right of Way as a part of this Project shall be reflected on Design Plans for the Project. In no instance may improvements be installed or constructed within DEPARTMENT Right of Way unless and until Design Plans have been reviewed and accepted and a Notice to Proceed has been issued by the DEPARTMENT.

If the LOCAL GOVERNMENT will be doing any form of lane closure during the construction of this Project, a Lane Closure Analysis (LCA) shall be submitted by the LOCAL GOVERNMENT with the Design Plans for review by the DEPARTMENT.

The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT’S participation.

- The LOCAL GOVERNMENT will be responsible to prepare all planting areas by removing sod, adding soil amendments and adjusting grade for proper planting as specified in the plans when accepted by the DEPARTMENT.
- The LOCAL GOVERNMENT will purchase all trees, palms, and plants for the project and will install them to the specifications shown in the accepted Landscape Plans when accepted by the DEPARTMENT.

- The LOCAL GOVERNMENT will be responsible for fertilizing all trees, palms, and plants.
- The LOCAL GOVERNMENT will purchase, supply, spread, and maintain organic mulch on all new plant beds.
- The LOCAL GOVERNMENT will be responsible for staking of all trees planted.
- The LOCAL GOVERNMENT will furnish water to all trees, palms, and plants for the described maintenance period called for in the Landscape Plan specifications.
- The LOCAL GOVERNMENT will be responsible for the growth of all plants for the establishment period called for in the Landscape Plan specifications.
- The LOCAL GOVERNMENT will establish proper Maintenance of Traffic, as needed.
- All work on the Project shall be undertaken and completed in accord with the Terms & Conditions set forth in Exhibit “D”.
- The LOCAL GOVERNMENT is responsible for all maintenance requirements in perpetuity including but not limited to plant/tree replacement, fertilization, mulching, and any other requirements stated in section 3A above.

Exhibit “B”

METHOD OF COMPENSATION

Financial Management Numbers: 428238-2-58-01 & 428238-3-58-01

428238-2-58-01

For this segment of this Project, the DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount up to but not to exceed **\$659,370.00 (Six Hundred Fifty Nine Thousand Three Hundred Seventy Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead, for satisfactory completion of all services related to the purchase of the plant materials, fertilizer, soil amendments, mulches, staking, and the cost for labor associated with the installation of the planting detailed in Exhibit “A” (Scope of Services.)

428238-3-58-01

For this segment of this Project, the DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount up to but not to exceed **\$98,906.00 (Ninety Eight Thousand Nine Hundred Six Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead, for satisfactory completion of all services related to clearing and grubbing, erosion control/sediment barrier/inlet protection and the purchase and installation of sod. Additional costs that may be reimbursed include mobilization, maintenance of traffic, and consultant construction engineering and inspections services.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. Invoices submitted for reimbursement must clearly delineate reimbursable costs from other ineligible costs. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and

when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

Exhibit “C”

ESTIMATED PROJECT PRODUCTION SCHEDULE

Financial Management Numbers: 428238-2-58-01 & 428238-3-58-01

Advertises for bids	March 12, 2020
Bids for Construction (bid opening)	April 14, 2020
Select Construction Firm (BCC approval)	May 5, 2020
Give NTP to Contractor	June 8, 2020
Earliest Construction Start	June 8, 2020
Latest Construction Finish	October 23, 2020
Construction Contract Closeout	December 22, 2020
Final Invoice and Closeout Documentation to the Department	April 30, 2021

Exhibit “D”

TERMS & CONDITIONS OF CONSTRUCTION

Financial Management Numbers: 428238-2-58-01 & 428238-3-58-01

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit “A”). The Project shall be constructed in accordance with construction plans and specifications to be accepted by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

5. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

6. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or the LOCAL GOVERNMENT may hire an experienced qualified contractor that has specific expertise and experience in the performance of **Roadway Landscape** projects. In order for the Contractor to utilize an experienced qualified contractor and to submit a bid relying on an experienced qualified contractor, the following requirements must be provided to the DEPARTMENT by the LOCAL GOVERNMENT:

(a) The Experience form (FDOT form number 850-070-09) must be filled out and submitted with the bid to the LOCAL GOVERNMENT. The form must be signed by the Owner or an Officer of the Company and dated and must reflect the following experience and credentials.

(1) At least five (5) complete years of experience in the performance of **Roadway Landscape** projects or the company Superintendent must have at least five (5) years of like experience as a Superintendent.

(2) The contractor must also provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:

(i) Project name with a brief description that evaluates the landscape work performance.

(ii) Location of the project (city, state).

(iii) Professional substantiation of the contractor's skills, efficiency, and competence.

(3) FDOT Prequalification in **Landscaping** can be substituted for the required work experience.

7. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of

construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

8. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

9. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

10. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the accepted design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

11. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the current Standard Plans, FDOT Design Manual, and Standard Specifications corresponding to the letting date (bid opening). The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or it's CEI for the construction of the Project.

12. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

13. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

14. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans prepared in accordance with the FDOT Construction Project Administration Manual, Chapter 5.12 (FDOT Procedure #700-

000-00). The “as-built” plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

15. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

16. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has accepted the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT’S Right of Way Manager.

17. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

18. The Special Provisions, as it may be amended from time to time, shall apply to this Agreement and to all work on the Project. Special Provision Specification 580 can be found: <https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Package/Workbook/LAPSpecificationSelection.aspx>

Exhibit “E”

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and BREVARD COUNTY**

PROJECT DESCRIPTION: Landscaping Improvements on State Road 9 (Interstate 95) from
South of Viera Boulevard Interchange to North of Viera Boulevard Interchange

FINANCIAL MANAGEMENT ID# **428238-2-58-01 & 428238-3-58-01**

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

**LANDSCAPE ARCHITECT’S CERTIFICATION OF SUBSTANTIAL
COMPLIANCE**

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Registered Landscape Architect has been completed in substantial compliance with the Project construction plans and specifications. If any deviations have been made from the accepted plans, a list of all deviations along with an explanation that justifies the reason to accept each deviation will be attached to this Certification. Also, with submittal of this certification, the LOCAL GOVERNMENT shall furnish the DEPARTMENT a set of “as-built” plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Exhibit “F”

RESOLUTION

Financial Management Numbers: 428238-2-58-01 & 428238-3-58-01

Resolution No. 2020-

A Resolution authorizing the execution of Joint Participation Agreement with the State of Florida Department of Transportation and Brevard County for the Landscaping Improvements on State Road 9 (Interstate 95) from South of Viera Boulevard Interchange to North of Viera Boulevard Interchange

WHEREAS, the State of Florida Department of Transportation and Brevard County desire to facilitate the project: Landscaping Improvements on State Road 9 (Interstate 95) from South of Viera Boulevard Interchange to North of Viera Boulevard Interchange; and

WHEREAS, the State of Florida Department of Transportation has requested Brevard County to execute and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project, FM#428238-2-58-01 and 428238-3-58-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, that Bryan Lober, Chair, of the Board of County Commissioners, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project, FM#428238-2-58-01 and 428238-3-58-01.

DONE AND RESOLVED in regular session this ____ day of _____, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Scott Ellis, Clerk

Bryan Lober, Chair

As approved by the Board on _____

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor:		
2. Fund/Account #:	3. Department Name:	
4. Contract Description:		
5. Contract Monitor:	7. Contract Type:	
6. Dept/Office Director:		

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u> <u>YES</u> <u>NO</u>	<u>SIGNATURE</u>
User Agency		_____
Risk Management		_____
County Attorney		_____

SECTION III – REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u> <u>YES</u> <u>NO</u>	<u>SIGNATURE</u>
User Agency		_____
Risk Management		_____
County Attorney		_____



SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

LANDSCAPE FUNDING AND MAINTENANCE AGREEMENT INTERSTATE 95/VIERA BLVD INTERCHANGE LANDSCAPING IMPROVEMENTS

THIS BACKUP FUNDING AGREEMENT FOR Interstate 95/VIERA BOULEVARD Interchange Landscaping Improvements (this “**Agreement**”) is made and entered by and among the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the “**County**”) and THE VIERA COMPANY, a Florida corporation (hereinafter referred to as “**TVC**”), and CENTRAL VIERA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (“**CVCA**”).

A. The County has entered into that certain Joint Participation Agreement dated _____, 2020 (hereinafter referred to as the “**Funding Agreement**”) with the State of Florida Department of Transportation (hereinafter referred to as “**FDOT**”) concerning the installation of landscaping along the interchange areas of Interstate 95 and Viera Boulevard (hereinafter referred to as the “**Project**”). The Project will be constructed in accordance with the plans entitled “Viera Boulevard / SR 9 (I 95) Diverging Diamond Interchange Landscape Plans signed and sealed on February 21, 2020 prepared by Susan Hall, ASLA Landscape Architecture, 4425 Crooked Mile Road, Merritt Island, FL 32952, and having Sheets 1 through 17, which have been approved by TVC, the County, and FDOT for the Project and the Specifications and Contract Documents signed and sealed by Susan Hall, ASLA Landscape Architecture (hereinafter collectively referred to as the “**Plans and Specifications**”) . A copy of the Funding Agreement is attached hereto as **Exhibit “A”** and incorporated herein by reference.

B. Under the terms of the Funding Agreement, FDOT has agreed to provide financial assistance to the County for the construction of the Project in the amount of Seven Hundred Fifty-Eight Thousand Two Hundred Seventy-Six and 00/100 Dollars (\$758,276.00) (hereinafter referred to as the “**Project Cost Funding Amount**”) based upon the “Method of Compensation” attached to the Funding Agreement as an exhibit. The Funding Agreement does not provide financial assistance to the County for the two-year “Establishment Period” for the Project as defined in Section 2(ii) below (the “**Establishment Period**”) nor for the maintenance of the Project.

C. In order to induce the County to commence and complete construction of the Project as specified in the Plans and Specifications and the Funding Agreement, TVC has agreed (i) that in the event the cost of constructing the Project in accordance with the Plans and Specifications incurred by the County exceeds the Project Cost Funding Amount, TVC will reimburse the County for such excess in accordance with the terms and conditions hereinafter set forth, and (ii) TVC will reimburse the County for all costs associated with the Establishment Period in accordance with the terms and conditions hereinafter set forth.

D. In order to further induce the County to commence and complete construction of the Project as specified in the Plans and Specifications and the Funding Agreement, TVC has

agreed to assume the maintenance obligations and associated maintenance costs for the Project, per the standards in the Funding Agreement following the completion of the two-year Establishment Period on the terms and conditions hereinafter set forth, with such maintenance obligations intended to be assigned by TVC to CVCA as more particularly provided in this Agreement. The County shall not incur any costs associated with the maintenance of the Project.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1: Recitals

The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

Section 2: Project

The County agrees to undertake the construction and completion of the Project pursuant to the Plans and Specifications in accordance with the provisions of the Funding Agreement. The Project is further defined as follows:

- (i) **“Project Construction”** shall mean the installation of landscaping and includes preparing all planting areas by removing sod, adding soil and adjusting grade for proper planting; purchasing all materials for the project and the installation of the landscaping improvements in accordance with the Plans and Specifications; provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit “A” of the Funding Agreement.
- (ii) **“Establishment Period”** shall mean the work activities performed in compliance with the Plans and Specifications related to the maintenance of the Project Construction following final completion of the landscape installation and shall be a period of two years.
- (iii) **“Project Maintenance”** shall mean the work activities performed to maintain the Project in a reasonable manner and with due care in accordance with all applicable FDOT guidelines, standards, and procedures including but not limited to a) Procedure 850-000-015 Roadway and Roadside Maintenance; b) Procedure 850-065-002 Maintenance Rating Program Handbook; c) Guide for Roadside Vegetation Management; and as specified in the Funding Agreement and the Plans and Specifications.

Without limiting the generality of the preceding provisions in items (i), (ii) and (iii) immediately above, the County agrees to submit invoices to FDOT on a timely basis with respect to the Project Construction in accordance with the Funding Agreement, to complete the Project Construction on or before the expiration date or extensions

thereof provided for in the Funding Agreement, to provide to FDOT such data, reports, records, contracts and other documents relating to the Project as required under the Funding Agreement or as FDOT may otherwise require, and to carry out and complete the Project Construction in accordance with the schedule of funding approved by FDOT. The County shall also maintain records, comply with any and all state or federal audit requirements, and submit reports to FDOT and other governmental agencies concerning the Project as required by the Funding Agreement.

Section 3: Reimbursement by TVC for Project Costs

In the event the cost of constructing the Project in accordance with the Plans and Specifications incurred by the County exceeds the Project Cost Funding Amount, the County will provide TVC with an application for reimbursement (hereinafter referred to as a “**Cost Reimbursement Request**”) in the amount of such excess. For purposes of this Agreement, the phrase “the costs of constructing the Project incurred by the County” means all out-of-pocket costs and expenses incurred by County in constructing and completing the Project in accordance with the Plans and Specifications, including Project Construction and Establishment Period.

A Cost Reimbursement Request for Project Construction shall provide a detailed listing of (i) all costs of constructing the Project incurred by the County, and (ii) all funds received by the County from FDOT pursuant to the Funding Agreement.

A Cost Reimbursement Request for Establishment Period shall provide a detailed listing of all costs of establishing the Project incurred by the County.

All Cost Reimbursement Requests shall also include reasonable and customary documentation for cost verification purposes. In the event TVC determines that any of the costs associated with the Project, in accordance with the Plans and Specifications, incurred by the County listed in a Cost Reimbursement Request cannot be reasonably verified based upon the documentation provided by the County, TVC shall notify the County within ten days of TVC’s determination thereof and advise the County of the required documentation to verify the applicable cost. The County shall have thirty days from the date of its receipt of TVC’s notice that a cost cannot be verified within which to provide TVC with the requested additional documentation to verify the cost. If TVC does not dispute the amounts requested by the County in a Cost Reimbursement Request, TVC shall cause such amounts to be paid to the County within thirty days after TVC’s receipt of that Cost Reimbursement Request. However, if TVC disputes any amounts requested by the County in an Cost Reimbursement Request, then within thirty days after receipt of any additional documentation timely requested by TVC from County, TVC shall pay County the amount requested in the Cost Reimbursement Request (less any amounts which TVC reasonably disputes, explaining its objections with specificity, as not being properly documented or eligible for reimbursement hereunder). In the event TVC disputes any amounts due pursuant to the preceding sentence, the

parties agree to meet within ten days of TVC's delivery of partial payment and work diligently in good faith to resolve the dispute or other issue.

Section 4: Termination of Funding Agreement by FDOT

In the event FDOT terminates the Funding Agreement in whole or in part, the County shall promptly notify TVC of such termination and provide TVC with copies of all correspondence related to such termination. Upon any termination of the Funding Agreement, the County shall comply with all provisions of the Funding Agreement related to termination (including the repayment to FDOT of any over-payments).

Section 5: Security

The obligations of TVC under this Agreement shall be secured by either a surety bond in the amount of one hundred twenty-five percent (125%) of the current Project cost estimate of \$947,379.00 in form and content mutually agreed upon by TVC and the County or by a letter of credit issued by a national bank selected by TVC in the amount of one hundred twenty-five percent (125%) of the current Project cost estimate. TVC shall provide such surety bond or letter of credit to the County within fifteen business days after this Agreement has been fully executed. The County must be entitled to make presentment of and collect on any letter of credit utilized by TVC either (i) in person in Brevard County, Florida, (ii) by delivery by facsimile or other electronic transmission of a copy to a location outside of Brevard County, Florida (TVC acknowledges, however, that the County may elect to make presentment by facsimile or other electronic transmission copy as much as ten days in advance of any deadline date to avoid any delay or difficulties in collection).

Section 6: Maintenance

Upon the County's completion of the Project Construction in the manner required under this Agreement, the County shall provide TVC with a certified copy of the "as built" plans for the Project that satisfy the applicable requirements for those plans under the Funding Agreement (the "**As-Built Plans**"). Upon the County's completion of the two-year Establishment Period, TVC shall assume responsibility for maintaining the Project, which shall be maintained by TVC in good condition, appearance and repair to a standard not less than the maintenance requirements set forth under the Funding Agreement. . Notwithstanding the foregoing, the County, TVC, and CVCA acknowledge and agree that it is intended for TVC to assign its maintenance obligations for the Project under this Agreement to CVCA in the future, and it is anticipated that such assignment will occur following the two-year Establishment Period as provided for in the Plans and Specifications. CVCA joins in the execution of this Agreement to give its consent to the above-mentioned future assignment, and its assumption, of the maintenance obligations of TVC for the Project, and to agree to maintain the Project following such assignment and assumption in accordance with the maintenance requirements set forth in this Agreement.

Section 7: Notices

Any notices or other communications which may be required or desired to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, if delivered by a nationally recognized courier service (such as Federal Express or UPS), if delivered by electronic delivery provided the addressee himself or herself expressly acknowledges receipt of the electronic delivery (an automatic "read receipt" shall not constitute such an acknowledgement), or if mailed by United States certified mail, return receipt requested, postage prepaid, addressed to the respective party at the addresses set forth below:

To TVC:
The Viera Company
7380 Murrell Road
Suite 201
Viera, FL 32940
Attn: Todd J. Pokrywa, President
Benjamin E. Wilson, Esq.
Email: todd.pokrywa@viera.com and vieralegal@viera.com

To CVCA:
Central Viera Community Association, Inc.
7380 Murrell Road
Suite 201
Viera, FL 32940
Attn: Eva M. Rey, President
Email: eva.rey@viera.com

To the County:
Board of County Commissioners of Brevard County, Florida
2725 Judge Fran Jamison Way, Suite C301
Viera, FL 32940
Attn: County Manager

And a copy to:
Public Works Department
Contracts Administrator
2725 Judge Fran Jamison Way, Suite A201
Viera, FL 32940
Email: jeanette.scott@brevardfl.gov

Any notice so given, delivered or made by mail shall be deemed to have been duly given, delivered or made on the date the same is deposited in the United States mail in the manner specified hereinabove. Any notice which is not given, delivered or made by United States mail in the manner specified above shall be deemed to have been duly given, delivered or made upon actual receipt of the same by the party to whom the

same is to be given, delivered or made. Either party may change the address to which notices are to be sent to such party by written notice to the other party specifying such change of address.

Section 8: Effective Date

This Agreement shall be effective on the last signature date required set forth below.

Section 9: Indemnification and Insurance

Except where limited by law, TVC agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the Project by TVC or its employees, successors, assigns, or independent contractors. TVC agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with TVC's use of the Project pursuant to this Agreement and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings. TVC shall include in any contract for work upon or involving the Project that the contractor shall indemnify and hold harmless the County from liabilities, damages, losses and costs, including but not limited to 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 contract. The parties acknowledge specific consideration has been exchanged for this provision.

TVC further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, policies of General Liability insurance insuring TVC against any and all claims, demands or causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, and management of the Project. Such policies of insurance shall insure TVC in an amount not less than one million dollars to cover any and all claims arising in connection with any one particular accident or occurrence. A certificate of such insurance policies shall be filed with the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A 201, Viera, Florida, 32940, within ten days of the date Establishment Period completion and annually upon insurance renewal. The County shall be named as an additional insured on the policy that TVC secures and endorsed with a provision that entitles the County to thirty days written notice from the insurer of any change or cancellation in said policies. The County's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure or maintain the insurance required herein, nor serve as a waiver of any rights or defenses the County may have.

TVC shall also be required to include in any contract for work upon or involving the Project that the contractor is required to maintain, without cost or expense to the County, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability insurance in an amount not less than one million dollars combined single limit for each occurrence;

Auto Liability insurance in an amount not less than one million dollars combined single limit for each occurrence; and

Workers' Compensation insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

Nothing contained in this Agreement shall be construed as a waiver of County's right to the protections of and/or caps on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the County's potential liability under state or federal law.

Section 10: Right to Audit

In the performance of this Agreement, TVC and any assignee shall respectively keep books, records and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related only to the performance of this Agreement (and no other books, records, and accounts of TVC or any assignee) shall be open to inspection during regular business hours by an authorized representative of the County upon written notice to TVC or any assignee not less than five business days advance notice and shall be respectively retained by TVC and each assignee for a period of five 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 the Florida Public Records Act, Chapter 119, Florida Statutes. All records or documents created by TVC or any assignee or provided to TVC or any assignee under the terms of this Agreement, are public records and TVC and any assignee agree to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes.

Section 11: Construction of Agreement

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Facsimile or electronically transmitted copies of this Agreement and the signatures thereon shall have the same force and effect as if the same were original documents. Facsimile or electronically transmitted signatures are acceptable and shall be deemed to be original signatures. The paragraph headings herein contained are inserted for convenience of reference only and shall not be deemed to be a part of this Agreement; the paragraph headings shall be ignored in construing and interpreting this Agreement. Whenever used herein, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive.

Section 12: Waiver of Rights

No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Nothing contained herein shall be construed to imply a partnership, joint venture, principal and agent or employer and employee relationship between the parties. No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim or cause of action, or create any third-party beneficiary rights against either party.

Section 13: 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.

Section 14: Venue and Non-Jury Trial

Venue for any action brought 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. This Agreement and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida.

Section 15: Severability

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

Section 16: Entirety

This Agreement is the subject of negotiation between the parties and should not be interpreted more favorably toward one party over the other. This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to the Agreement unless such amendments are in writing and signed by both parties.

Section 17: Binding Effect

Each party represents to the other it has undertaken all necessary actions to execute this Agreement and has the legal authority to enter this Agreement and to undertake all obligations imposed on it. No party shall be responsible for failure or delay in performance hereunder if such delay or failure in performance is caused by conditions beyond such party's reasonable control, including without limitation fire, flood, riot, strikes, labor disputes, acts of God or of the public enemy, war or civil disturbances, or any future laws, rules, regulations or acts of any government (including any orders, rules or regulations issued by any official or agency of such government).

Section 18: Assignment

Neither party may assign this Agreement without the prior written consent and approval of the other party, excluding the assignment of TVC to CVCA as provided for in Section 6, Maintenance. Upon completion of a permitted assignment of this Agreement, the assignor shall be released from any and all obligations and duties under this Agreement arising from and after the assignment date, and the County shall thereafter look solely to the assignee for the performance of such assigned obligations and duties arising from and after the assignment date, including, without limitation, the indemnification and insurance provisions of Section 9 of this Agreement. The indemnification obligations of such assignee pursuant to Section 9 of this Agreement shall be limited to only the actions of such assignee and its employees and independent contractors, and not for the actions of other third parties, including TVC or any other applicable assignor.

Section 19: Disputes

All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution.

(SIGNATURES ARE ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, County, TVC and CVCA have caused this Agreement to be duly executed in their respective names as of the day and year written below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

Scott Ellis, Clerk

By: _____
Bryan, Lober, Chair
As approved by the Board on:

Approved as to legal form and content:

Assistant County Attorney

Witnesses:

THE VIERA COMPANY,
a Florida corporation

Name: _____

By: _____
Name: Todd J. Pokrywa
Title: President

Name: _____

Name: _____

CENTRAL VIERA COMMUNITY ASSOCIATION,
INC.,
a Florida not-for-profit corporation

Name: _____

By: _____
Name: Eva M. Rey
Title: President

(NOTARY ACKNOWLEDGEMENTS ARE ON
THE FOLLOWING PAGE.)

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 2020 by Todd J. Pokrywa, President of THE VIERA COMPANY, a Florida corporation, on behalf of said corporation. Said person is personally known to me.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 2020 by Eva M. Rey, President of CENTRAL VIERA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation. Said person is personally known to me.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

Financial Management No.: 428238-2-58-01 428238-3-58-01 Agency: Brevard County Contract No:	Fund: DS Activity: 215 Contract Amount: \$758,276.00	FLAIR Approp: 088716 FLAIR Obj: 563000 Org. Code: 55054010508 Vendor No.: F596000523164
--	--	--

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
BREVARD COUNTY

This Agreement, made and entered into on _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and **BREVARD COUNTY**, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. _____ dated _____, a copy of which is attached hereto as Exhibit "F" and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Landscaping Improvements on State Road 9 (Interstate 95) from South of Viera Boulevard Interchange to North of Viera Boulevard Interchange", in the DEPARTMENT'S Fiscal Year 2019/2020, said Project being known as FM#428238-2-58-01 and FM#428238-3-58-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project; and;

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by April 30, 2021, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties for maintenance responsibilities of the LOCAL GOVERNMENT. The DEPARTMENT will review the need for the LOCAL GOVERNMENT to continue maintenance of the Improvements on a five-year basis, and if it is determined by the DEPARTMENT that maintenance is no longer needed, the DEPARTMENT may unilaterally terminate the Agreement, upon thirty (30) days written notice to the LOCAL GOVERNMENT.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall perform necessary preliminary engineering, prepare all design plans for the Project, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. All work provided by the LOCAL GOVERNMENT hereunder shall be undertaken consistent with and in accordance with the Terms & Conditions set forth in Exhibit "D" hereto. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. In addition to the Terms & Conditions set forth in Exhibit “D”, the LOCAL GOVERNMENT agrees to undertake the design and construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications. The LOCAL GOVERNMENT agrees to use current Standard Plans, FDOT Design Manual, and Standard Specifications corresponding to the letting date (bid opening). The latest landscaping Special Provision Specification 580 can be found at:

<https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Package/Workbook/LAPSpecificationSelection.aspx>

C. The landscaping design:

- i) Shall have more emphasis on trees and less on shrubs. Typically, more large trees and fewer shrubs can instantly increase “curb appeal” and wow factor of the landscaping. It can also cost much less to maintain than extensive masses of ornamental shrubs or other high maintenance material.
- ii) Does not prohibit shrubs. Shrubs can be used when and where they are part of the best design solution.
- iii) Consider the Right Plant, Right Place – does the palette fit the surroundings?

During the design process, the design plans will be reviewed by the Department to see if all guidelines are being followed.

D. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for the landscaping described herein and this Agreement is deemed to constitute a permit for said work.

E. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

F. The LOCAL GOVERNMENT understands that they are responsible for the preparation of all design plans for the Project, at the expense of the LOCAL GOVERNMENT, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. The LOCAL GOVERNMENT shall assure that the design, construction, installation, and maintenance is consistent with and meets all criteria and limitations of Rule 14-40.030,

Florida Administrative Code, as it relates to Vegetation Management at Outdoor Advertising Signs.

G. One (1) copy of the design plans shall be provided to the DEPARTMENT'S Design Project Manager. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT'S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT'S review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans, however, all changes requested by the DEPARTMENT shall be made by the Engineer of Record/LOCAL GOVERNMENT with the understanding that final decision rest with the DEPARTMENT. All corrected plans shall be provided to the DEPARTMENT in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT within ten (10) days of the receipt of said documents. After acceptance of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from D5-ConstructionSpecialProjects@dot.state.fl.us.

H. The LOCAL GOVERNMENT shall not advertise for bids until the DEPARTMENT issues the Notice to Proceed. **Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

I. The expenditure of funds pursuant to this Agreement shall comply with the terms of Section 334.044(26), Florida Statutes, as amended.

J. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or, in accordance with the requirements set forth in Exhibit "D" and in accordance with the Special Provisions, as it may be amended from time to time, the LOCAL GOVERNMENT may hire an experienced qualified landscape contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

- i) Illicit Discharge Training. All persons employed by the Contractor or Subcontractors working within the DEPARTMENT'S right-of-way shall have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: <http://www.dot.state.fl.us/emo/sched/train1.shtm>.

- ii) The LOCAL GOVERNMENT shall provide a list of persons trained prior to submittal of the first invoice. The LOCAL GOVERNMENT shall provide an updated list of new Contractor/Subcontractor employees annually thereafter.

K. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (hereinafter “CCEI”) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The LOCAL GOVERNMENT’S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

L. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT’S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

M. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit “D”.

N. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

O. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being constructed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

P. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Registered Landscape Architect, this notification shall contain a Landscape Architect’s Certification of Compliance, signed and

sealed by a Registered Landscape Architect, the form of which is attached hereto as Exhibit “E”. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the accepted plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

3. MAINTENANCE

A. The DEPARTMENT and the LOCAL GOVERNMENT agree that until such time as the landscaping and all other improvements constructed or installed in the Department’s Right of Way need to be removed from the Right of Way, the LOCAL GOVERNMENT shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable DEPARTMENT guidelines, standards, and procedures (Project Standards) including but not limited to a) Procedure 850-000-015 Roadway and Roadside Maintenance; b) Procedure 850-065-002 Maintenance Rating Program Handbook; c) Guide for Roadside Vegetation Management; and as herein below specified.

- i) The LOCAL GOVERNMENT hereby agrees to have the landscaping installed on the Project as specified in the Landscape Plan(s). Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- ii) The LOCAL GOVERNMENT agrees to maintain the landscaping installed by the Project in accordance with the Landscape Maintenance Plan(s). Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT’S responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14.40.003(5), as it may be amended from time to time. The maintenance functions to be performed by the LOCAL GOVERNMENT shall be subject to periodic inspections by the DEPARTMENT. The LOCAL GOVERNMENT shall not change or

deviate from said plan(s) without written approval of the DEPARTMENT.

- iii) The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic pursuant to the Standard Plans Index Series 102, and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time, during the course of the maintenance functions so that the safe and efficient movement of the traveling public is maintained. During maintenance functions, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the maintenance area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S current Standard Plans, pursuant to the latest spec and standard plans based on the date of the letting (bid opening).
- iv) If at any time after the LOCAL GOVERNMENT has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT that the Project, as will be designed by the LOCAL GOVERNMENT, or a part thereof is not properly installed or maintained pursuant to the terms of this Agreement, the District Secretary or his/her designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the LOCAL GOVERNMENT to place said LOCAL GOVERNMENT on notice thereof. Thereafter, the LOCAL GOVERNMENT shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may terminate the Agreement, in which case the LOCAL GOVERNMENT shall at its own expense and within sixty (60) calendar days after written notice by

the DEPARTMENT, remove all of the landscaping that the DEPARTMENT directs be removed and return the Right-of-Way to its original condition. The LOCAL GOVERNMENT will own such materials it removes and the DEPARTMENT shall own any materials remaining. If the LOCAL GOVERNMENT fails to timely remove the landscaping that the DEPARTMENT has directed to be removed, then the DEPARTMENT shall be deemed to own the landscaping materials and may remove the materials at the expense of the LOCAL GOVERNMENT.

- v) It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The LOCAL GOVERNMENT shall be given sixty (60) calendar days notice to remove said landscaping after which time the DEPARTMENT may remove the same.

4. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **\$948,353.00 (Nine Hundred Forty Eight Thousand Three Hundred Fifty Three Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit "A", Scope of Services. The Method of Compensation is included in Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$758,276.00 (Seven Hundred Fifty Eight Thousand Two Hundred Seventy Six Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. Notwithstanding the fact that said work is not reimbursable, any and all additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project shall be included in the LOCAL GOVERNMENT'S DEPARTMENT accepted plans and in Exhibit "A", Scope of Services.

No work may be performed in the Department's Right of Way that has not specifically been approved by the Department. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation. Travel costs will not be reimbursed.

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 428238-2-58-01 and 428238-3-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A", Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance

retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds must be forfeited at the end of the Agreement term.

i) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

ii) The LOCAL GOVERNMENT must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon reasonable request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of all subcontractors performing work on the Project, and all other records of the subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

M. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

N. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

O. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

5. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this contract.

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part, at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary

bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

7. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

D. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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 a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list 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 a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the

employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-mail). Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Point of Contact:

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5520

D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Jeanette Scott
Contracts Administrator
Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940
321-617-7202
Jeanette.Scott@brevardfl.gov

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: See attached signature page

Name: _____

Title: _____

As approved by the Board on:

Attest:

Legal Review:

Local Government Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name: Loreen C. Bobo, P.E.

Title: Director of Transportation Development

Attest:

Executive Secretary

Legal Review:

Authorization Received from the Office of
the Comptroller as to Availability of Funds:

Joint Participation Agreement
FM#428238-2-58-01 and 428238-3-58-01

Signature Page: Brevard County (Local Government)

By: _____

Bryan Lober, Chair

As approved by the Board on: _____

Attest:

Scott Ellis, Clerk

Reviewed for legal form and content:

Jad Brewer, Assistant County Attorney

Exhibit “A”

SCOPE OF SERVICES

Financial Management Numbers: 428238-2-58-01 and 428238-3-58-01

PROJECT DESCRIPTION:

The LOCAL GOVERNMENT shall cause to be installed landscaping and other improvements within the Right of Way of “State Road 9 (Interstate 95) from South of Viera Boulevard Interchange to North of Viera Boulevard Interchange” (Section 70220000: Milepost 33.465 to Milepost 34.305). The LOCAL GOVERNMENT will also be responsible for providing consultant construction engineering and inspection services.

The landscaping design:

- i) Shall have more emphasis on trees and less on shrubs. Typically, more large trees and fewer shrubs can instantly increase “curb appeal” and wow factor of the landscaping. It can also cost much less to maintain than extensive masses of ornamental shrubs or other high maintenance material.
- ii) Does not prohibit shrubs. Shrubs can be used when and where they are part of the best design solution.
- iii) Consider the Right Plant, Right Place – does the palette fit the surroundings?

During the design process, the design plans will be reviewed by the Department to see if all guidelines are being followed.

The Project includes preparing all planting areas by removing sod, adding soil and adjusting grade for proper planting; purchasing all materials for the project and the installation of the landscaping improvements to the specifications shown in the accepted Landscape Plan; maintaining all aspects of the Project as in the Landscape Plan for the life of the project; staking all trees planted; and supplying Maintenance of Traffic in any roadway areas, if necessary.

The Project includes two segments with individual Financial Project numbers:

Segment **428238-2-58-01** includes completion of all services related to the purchase of the plant materials, fertilizer, soil amendments, mulches, staking, and the cost for labor associated with the installation of the planting. The expenditure of funds pursuant to this segment of the Project shall comply with the terms of Section 334.044(26), Florida Statutes, as amended. To the greatest extent practical, at least 50% of these funds shall be used to purchase large plant materials (large plant materials have been defined by the Florida Department of Transportation to be seven (7) gallon or larger containers as defined by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants") with the remaining funds for other plant materials. Except as prohibited by applicable law or regulation, all of the plant materials purchased shall be purchased from Florida commercial nursery stock in this state on a uniform competitive bid basis.

Segment **428238-3-58-01** includes completion of all services related to clearing and grubbing, erosion control/sediment barrier/inlet protection and the purchase and installation of sod. Additional costs that may be reimbursed under this segment include mobilization, maintenance of traffic, and consultant construction engineering and inspections services.

SPECIAL CONSIDERATIONS BY LOCAL GOVERNMENT:

The LOCAL GOVERNMENT shall not advertise the Project for bids until the DEPARTMENT issues the Notice to Proceed. **Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

The LOCAL GOVERNMENT shall construct and complete the Project in accordance with the approved plans, the Special Provisions, and the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, current edition. The LOCAL GOVERNMENT agrees to use current Standard Plans, FDOT Design Manual, and Standard Specifications corresponding to the letting date (bid opening). The latest landscaping Special Provision Specification 580 can be found at:

<https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Package/Workbook/LAPSpecificationSelection.aspx>

All existing fiber and power within the project limits shall be shown and labeled as “FDOT Fiber and power” on the plans. The LOCAL GOVERNMENT shall use cflsmartroads.com to obtain a .kmz file showing all existing fiber and power within the District to utilize in plan development. The LOCAL GOVERNMENT shall provide sight triangles one half mile from all cameras to ensure clearance of the proposed landscaping. All plantings shall maintain ten (10) feet clear path, five (5) feet either side, of all microwave vehicle detection systems (MVDS) across the entire roadway, including the median.

Any and all other work to be performed within the DEPARTMENT’S Right of Way as a part of this Project shall be reflected on Design Plans for the Project. In no instance may improvements be installed or constructed within DEPARTMENT Right of Way unless and until Design Plans have been reviewed and accepted and a Notice to Proceed has been issued by the DEPARTMENT.

If the LOCAL GOVERNMENT will be doing any form of lane closure during the construction of this Project, a Lane Closure Analysis (LCA) shall be submitted by the LOCAL GOVERNMENT with the Design Plans for review by the DEPARTMENT.

The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT’S participation.

- The LOCAL GOVERNMENT will be responsible to prepare all planting areas by removing sod, adding soil amendments and adjusting grade for proper planting as specified in the plans when accepted by the DEPARTMENT.
- The LOCAL GOVERNMENT will purchase all trees, palms, and plants for the project and will install them to the specifications shown in the accepted Landscape Plans when accepted by the DEPARTMENT.

- The LOCAL GOVERNMENT will be responsible for fertilizing all trees, palms, and plants.
- The LOCAL GOVERNMENT will purchase, supply, spread, and maintain organic mulch on all new plant beds.
- The LOCAL GOVERNMENT will be responsible for staking of all trees planted.
- The LOCAL GOVERNMENT will furnish water to all trees, palms, and plants for the described maintenance period called for in the Landscape Plan specifications.
- The LOCAL GOVERNMENT will be responsible for the growth of all plants for the establishment period called for in the Landscape Plan specifications.
- The LOCAL GOVERNMENT will establish proper Maintenance of Traffic, as needed.
- All work on the Project shall be undertaken and completed in accord with the Terms & Conditions set forth in Exhibit "D".
- The LOCAL GOVERNMENT is responsible for all maintenance requirements in perpetuity including but not limited to plant/tree replacement, fertilization, mulching, and any other requirements stated in section 3A above.

Exhibit “B”

METHOD OF COMPENSATION

Financial Management Numbers: 428238-2-58-01 & 428238-3-58-01

428238-2-58-01

For this segment of this Project, the DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount up to but not to exceed **\$659,370.00 (Six Hundred Fifty Nine Thousand Three Hundred Seventy Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead, for satisfactory completion of all services related to the purchase of the plant materials, fertilizer, soil amendments, mulches, staking, and the cost for labor associated with the installation of the planting detailed in Exhibit “A” (Scope of Services.)

428238-3-58-01

For this segment of this Project, the DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount up to but not to exceed **\$98,906.00 (Ninety Eight Thousand Nine Hundred Six Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead, for satisfactory completion of all services related to clearing and grubbing, erosion control/sediment barrier/inlet protection and the purchase and installation of sod. Additional costs that may be reimbursed include mobilization, maintenance of traffic, and consultant construction engineering and inspections services.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. Invoices submitted for reimbursement must clearly delineate reimbursable costs from other ineligible costs. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and

when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

Exhibit “C”

ESTIMATED PROJECT PRODUCTION SCHEDULE

Financial Management Numbers: 428238-2-58-01 & 428238-3-58-01

Advertises for bids	March 12, 2020
Bids for Construction (bid opening)	April 14, 2020
Select Construction Firm (BCC approval)	May 5, 2020
Give NTP to Contractor	June 8, 2020
Earliest Construction Start	June 8, 2020
Latest Construction Finish	October 23, 2020
Construction Contract Closeout	December 22, 2020
Final Invoice and Closeout Documentation to the Department	April 30, 2021

Exhibit “D”

TERMS & CONDITIONS OF CONSTRUCTION

Financial Management Numbers: 428238-2-58-01 & 428238-3-58-01

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit “A”). The Project shall be constructed in accordance with construction plans and specifications to be accepted by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

5. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

6. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or the LOCAL GOVERNMENT may hire an experienced qualified contractor that has specific expertise and experience in the performance of **Roadway Landscape** projects. In order for the Contractor to utilize an experienced qualified contractor and to submit a bid relying on an experienced qualified contractor, the following requirements must be provided to the DEPARTMENT by the LOCAL GOVERNMENT:

(a) The Experience form (FDOT form number 850-070-09) must be filled out and submitted with the bid to the LOCAL GOVERNMENT. The form must be signed by the Owner or an Officer of the Company and dated and must reflect the following experience and credentials.

(1) At least five (5) complete years of experience in the performance of **Roadway Landscape** projects or the company Superintendent must have at least five (5) years of like experience as a Superintendent.

(2) The contractor must also provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:

(i) Project name with a brief description that evaluates the landscape work performance.

(ii) Location of the project (city, state).

(iii) Professional substantiation of the contractor's skills, efficiency, and competence.

(3) FDOT Prequalification in **Landscaping** can be substituted for the required work experience.

7. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of

construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

8. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

9. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

10. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the accepted design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

11. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the current Standard Plans, FDOT Design Manual, and Standard Specifications corresponding to the letting date (bid opening). The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or it's CEI for the construction of the Project.

12. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

13. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

14. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans prepared in accordance with the FDOT Construction Project Administration Manual, Chapter 5.12 (FDOT Procedure #700-

000-00). The “as-built” plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

15. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

16. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has accepted the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT’S Right of Way Manager.

17. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

18. The Special Provisions, as it may be amended from time to time, shall apply to this Agreement and to all work on the Project. Special Provision Specification 580 can be found: <https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Package/Workbook/LAPSpecificationSelection.aspx>

Exhibit “E”

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and BREVARD COUNTY**

PROJECT DESCRIPTION: Landscaping Improvements on State Road 9 (Interstate 95) from South of Viera Boulevard Interchange to North of Viera Boulevard Interchange

FINANCIAL MANAGEMENT ID# **428238-2-58-01 & 428238-3-58-01**

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

**LANDSCAPE ARCHITECT’S CERTIFICATION OF SUBSTANTIAL
COMPLIANCE**

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Registered Landscape Architect has been completed in substantial compliance with the Project construction plans and specifications. If any deviations have been made from the accepted plans, a list of all deviations along with an explanation that justifies the reason to accept each deviation will be attached to this Certification. Also, with submittal of this certification, the LOCAL GOVERNMENT shall furnish the DEPARTMENT a set of “as-built” plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Exhibit “F”

RESOLUTION

Financial Management Numbers: 428238-2-58-01 & 428238-3-58-01

Resolution No. 2020-

A Resolution authorizing the execution of Joint Participation Agreement with the State of Florida Department of Transportation and Brevard County for the Landscaping Improvements on State Road 9 (Interstate 95) from South of Viera Boulevard Interchange to North of Viera Boulevard Interchange

WHEREAS, the State of Florida Department of Transportation and Brevard County desire to facilitate the project: Landscaping Improvements on State Road 9 (Interstate 95) from South of Viera Boulevard Interchange to North of Viera Boulevard Interchange; and

WHEREAS, the State of Florida Department of Transportation has requested Brevard County to execute and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project, FM#428238-2-58-01 and 428238-3-58-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, that Bryan Lober, Chair, of the Board of County Commissioners, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project, FM#428238-2-58-01 and 428238-3-58-01.

DONE AND RESOLVED in regular session this ____ day of _____, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Scott Ellis, Clerk

Bryan Lober, Chair

As approved by the Board on _____



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.5.

4/21/2020

Subject:

Approval Re: Task Order PO-005 with DRMP, Inc. for Additional Construction Management Services for the Pineda Causeway Grade Separation Overpass of the Florida East Coast Railway - District 4

Fiscal Impact:

\$482,710.49 from the State of Florida Department of Transportation Joint Participation Agreement grant fund. No additional fiscal impact to the County.

Dept/Office:

Public Works Department/Finance and Contracts Administration

Requested Action:

It is requested the Board of County Commissioners approve and authorize the Chair to execute Task Order PO-005 in the amount of \$482,710.49 for additional construction management services with DRMP, Inc. for the Pineda Causeway Grade Separation Overpass. It is further requested the Board approve any Budget Change Requests associated with this action.

Summary Explanation and Background:

On October 4, 2011, the Board of County Commissioners approved and authorized the execution of the Joint Participation Agreement (J.P.A.) with the State of Florida Department of Transportation (F.D.O.T.) for the design, right-of-way, and construction of an overpass for the Pineda Causeway over the Florida East Coast Railway in the amount of \$26,160,000. The J.P.A. provides for F.D.O.T. reimbursement to the County for the costs associated with all phases of the project.

DRMP, Inc. was awarded the consultant agreement on July 17, 2012 with compensation related to Phase 4 - Construction Management in the amount of \$359,200.09. On April 10, 2018, the Board approved and authorized the execution of Task Order PO-004 to provide for additional services related to post-design and Construction Engineering Services related to Phase 4 - Construction Management of the consultant contract in the amount of \$547,761.56. Those additional services provided for the construction engineering inspection of the bridge components along with the Quality Control materials acceptance testing for the project on behalf of the County. Following commencement of construction, the contractor encountered unforeseen constructability issues related to existing underground utilities owned by the City of Melbourne. Due to the schedule impacts associated with the underground utilities, 192 calendar days will be added to the construction contract time, pursuant to Construction Contract Change Order No. 4B.

DRMP, Inc. has prepared Exhibit "A" to Task Order PO-005, detailing the requested additional services related to Phase 4 - Construction Management. In addition to providing the post-design and construction engineering services for the additional 192 calendar days, DRMP has included an allowance in the proposed fees to

125

address any future contract time changes, as approved by the County. DRMP will also provide asphalt inspection services for the milling and paving operations, Asphalt Plant Operations, temporary pavement, and asphalt cores testing. Staff has determined the additional construction management services are in the best interests of the County. Approval and execution of Task Order PO-005 will amend the existing consultant agreement and provide authorization for staff to issue the Notice to Proceed to DRMP, Inc. for the additional construction management services in the amount up to \$482,710.49, with the Phase 4 - Construction Management total compensation amount not to exceed \$1,389,672.14. Construction management services are within the approved amount provided by the Joint Participation Agreement; therefore, these additional costs will be reimbursed by the grant.

Clerk to the Board Instructions:

Please return the fully executed Task Order PO-005 with DRMP, Inc. for the Pineda Causeway Grade Separation Overpass to the Public Works Department.

TASK ORDER NO. PO-005 FOR THE
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BREVARD COUNTY PUBLIC WORKS DEPARTMENT
PINEDA CAUSEWAY GRADE SEPARATION OVERPASS

This Task Order No. PO-005, entered into by and between Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County", and DRMP, Inc., a Florida Corporation, whose local address is 941 Lake Baldwin Lane, Orlando, FL 32814, hereinafter referred to as "Consultant" amending that certain agreement between the parties dated July 17, 2012.

W I T N E S S E T H:

WHEREAS, the County and Consultant entered into a contract dated July 17, 2012, to design a transportation project known as the Pineda Causeway Grade Separation Overpass ("Project"); and

WHEREAS, pursuant to Consultant's proposal and fees, dated April 8, 2020, for the additional post-design engineering and Construction Engineering Inspection services for this Project, as stated in Exhibit "A" hereto; and

WHEREAS, it is necessary to amend the contract, dated July 17, 2012, to provide for these additional services in the amount up to \$482,710.49 which will increase the compensation to be paid to the Consultant, a fee not to exceed \$1,389,672.14, for services rendered pursuant to Phase 4 - Construction Management as shown in Exhibit "A".

Now, therefore, in consideration of the premises and of the mutual covenants and agreements contained herein, it is agreed as follows:

1. Amendment of Paragraph 5:

That paragraph 5, Compensation, of the contract dated July 17, 2012, is hereby amended as follows:

The professional services fee relating to Phase 4 – Construction Management, shall be increased by an additional \$482,710.49, as shown in attached Exhibit "A" subject to the limitations of paragraph 6 (B) of the original contract dated July 17, 2012. The total amount of compensation to be paid pursuant to Phase 4 – Construction Management is \$1,389,672.14.

2. By execution of this Task Order, the additional services described in Exhibit "A" are added to the original scope of service.

3. All other terms and conditions of the contract dated July 17, 2012, between the County and the Consultant are ratified, confirmed and incorporated by reference herein.

In witness whereof, the parties have hereunto set their hands and seals.

Attest:

Board of County Commissioners of
Brevard County, Florida

Scott Ellis, Clerk

Bryan Lober, Chair
As approved by the Board on: _____

Reviewed for legal form and content:

Assistant County Attorney

Attest:

DRMP, Inc.
A Florida Corporation

(Name and Title)

Wayne Chalifoux, P.E., Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Wayne Chalifoux to me known to be the Vice President of DRMP, Inc., who executed the foregoing instrument, and they acknowledged before me that they executed the same.

Witness my hand and official seal, this _____ day of _____, 2020.

Notary Public
State of Florida
My commission expires:

DRMP, INC.941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 | Fax: 407.896.4836**PRINCIPALS**Lawrence L. Smith, Jr.
Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett

April 8, 2020

DRMP Job # 12-0042.004Ms. Tammy Thomas-Wood
Public Works Support Service Manager
Finance & Contracts
Administrations Section
Brevard Co. Public Works Department
2725 Judge Fran Jameson Way
Room A-204
Viera, FL 32940-6605**Subject: Pineda Causeway Grade Separation Overpass
Construction Post Design and CEI Services**

Dear Ms. Thomas-Wood:

DRMP is respectfully requesting additional funds necessary to complete the Construction Post Design and CEI Services of the Pineda Causeway Grade Separation Overpass. DRMP acknowledges the contract time has been adjusted to November 12, 2020. This extension, along with potential future contract time adjustments, as granted by the County, requires these additional funds in order for DRMP to continue to provide its services thru this new construction end date. In addition, we have been asked to provide asphalt inspection services which were not part of the original scope. The details are as follows:

TASK 1: Contract Time Extension

DRMP's original contract scope and fee for the Post Design and CEI Services was based on 22 months of anticipated construction activities. This task is a request for additional funds related to a construction contract time extension to November 12, 2020 along with potential future contract time adjustments as granted by the County. This additional fee request is based on an anticipated average monthly invoice of \$42,789.00 and was calculated utilizing the past 3 months average as well as anticipated future work efforts.

TASK 1 Fee**\$375,710.49****TASK 2: CEI**

DRMP will provide Construction Engineering Inspection Services which will include the following additional services:

Task 2A: Asphalt Inspection

These inspection services include: monitor and inspect Milling/Paving operations, monitor and inspect Asphalt Plant Operations, complete all associated asphalt inspection reports, record the field and laboratory test results in the appropriate forms for all permanent structural and friction course asphalt pavement. This scope of work also includes performing asphalt inspection for all temporary pavement. The

OFFICESAsheboro, North Carolina
Boca Raton, Florida
Cary, North Carolina
Charlotte, North Carolina
Chipley, Florida
Fort Myers, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Orlando, Florida
Panama City Beach, Florida
Pensacola, Florida
Stockbridge, Georgia
Tallahassee, Florida
Tampa, Florida
Troutman, North Carolina1.833.811.3767
www.DRMP.com



temporary pavement inspection consists of visual inspection including but not limited to temperature checks, cross slope measurements, depth measurements.

Task 2A Fee

\$102,000.00

Task 2B: Asphalt Cores

This includes randomly identifying core locations throughout the structural asphalt pavement. Asphalt cores will be tested in laboratory for density and asphalt content.

Task 2B Fee

\$5,000.00

Compensation Summary:

Task	Task Description	Fee
1.	Month Contract Extension	
	A. 13 Months of Additional Invoicing (beginning with April invoice for March work effort) at \$42,789.00 per month	\$556,257.00
	B. Less Remaining Funds in Contract as of February 26, 2020 (March Invoice)	<u>-\$180,546.51</u>
	C. Sub-Total	\$375,710.49
2A.	Asphalt Inspection	\$102,000.00
2B.	Asphalt Cores	\$5,000.00
	Total Limiting Amount Fee	\$482,710.49

We sincerely appreciate the opportunity to continue to provide these professional services and look forward to the successful completion of the Pineda Causeway. Should you need any additional information or have any questions, please do not hesitate to call.

Sincerely,
DRMP, Inc.

Wayne D. Chalifoux, PE
Vice President

CC: John Burkett
Ryan Pellarin
Rasha Al Obaydi



BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor:	
2. Fund/Account #:	3. Department Name:
4. Contract Description:	
5. Contract Monitor:	7. Contract Type:
6. Dept/Office Director:	

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency			_____	_____
Risk Management			_____	_____
County Attorney			_____	_____

SECTION III – REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency			_____	_____
Risk Management			_____	_____
County Attorney			_____	_____



SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.6.

4/21/2020

Subject:

Approval Re: Construction Contract Change Orders for the Intelligent Transportation System Construction for the St. Johns Heritage Parkway Northern Segment - District 5

Fiscal Impact:

\$836,200.04 for the additional work pertaining to the Intelligent Transportation System, specifically \$551,200.04 for Phase 1 (Change Order No. 7) and authorization up to \$285,000 for Phase 2. These costs will be reimbursed 50% by the State of Florida Department of Transportation County Incentive Grant Program. The County's portion of \$418,100.02 will be provided from Constitutional Gas Tax funds previously allocated to the project. No new funds are being allocated to the project.

Dept/Office:

Public Works Department/Finance and Contracts Administration

Requested Action:

It is requested the Board of County Commissioners: 1) approve and authorize the Chair to execute Contract Change Order No. 7 in the amount of \$551,200.04 to Jr. Davis Construction, Co., Inc. for the construction of the Phase 1 Intelligent Transportation System (I.T.S.) work for the St. Johns Heritage Parkway Northern Segment; 2) approve and authorize the Chair to execute the future change order up to \$285,000 for the Phase 2 I.T.S. construction work; 3) authorize the release of the five percent retainage and the additional \$50,000 As-Built Survey Drawings withholding, excluding I.T.S. work, if the project is deemed Substantially Complete by the County; and 4) approve any necessary Budget Change Requests associated with this action.

Summary Explanation and Background:

Contract Change Order No. 7 addresses the expansion of the original Intelligent Transportation System (I.T.S.) work scope to include improvements along the S.J.H.P. from State Road 500 (US 192) to the Ellis I-95 Interchange. Phase 1 of the I.T.S. project includes the installation of conduit, fiber optic cabling, pull and splice boxes, and Vehicle Detection Systems, as shown in Engineering Revision #5 of the construction plans. Change Order No. 7 will result in a net increase of \$551,200.04 to the contract amount, and an additional 91 calendar days will be added to the contract time. The additional 91 calendar days is limited to the I.T.S. Phase 1 expansion work.

The I.T.S. Phase 2 design is complete and will result in Engineering Revision #6. This revision also expands the original I.T.S. work scope to finalize the improvements along the S.J.H.P. from US 192 to the Ellis I-95 Interchange, including the installation of I.T.S. devices, power services, support structures and associated communication/power wiring and cabinets. The estimated cost for the I.T.S. Phase 2 additional work is approximately \$285,000.00. A future change order will address the cost and time associated with the construction of the I.T.S. Phase 2 work.

132

The revised contract completion date will be January 18, 2021. The current Substantial Completion date of the contract work, including all change orders not related to I.T.S. expansion work, remains September 19, 2020. At the request of the contractor, County staff is requesting Board approval to release the current five percent retainage and the additional \$50,000 As-Built Survey Drawings withholding, excluding the I.T.S. work, if the project is deemed substantially complete by the County as defined in Section 2 of the Contract Documents. As provided for in FL Statute, Section 218.73, the County may release retainage prior to final completion at the County's discretion. The County will then retain five percent of the Change Order No. 7 amount, including the future change order for Phase 2, and an additional \$5,000 for the I.T.S. As-Built Survey Drawings until the project is completed and accepted by the County. The County reserves all legal rights and remedies under the contract, including completion provisions such as Liquidated Damages.

In accordance with Administrative Order-29, Contract and Grant Administration, change orders greater than \$100,000 require Board approval. Change Order No. 7 has been reviewed and approved by the County Attorney's Office and Risk Management.

Clerk to the Board Instructions:

Please return Contract Change Order No. 7 for the Phase 1 I.T.S. work for the St. Johns Heritage Parkway Northern Segment to the Public Works Department for further execution.



BOARD OF COUNTY COMMISSIONERS

Public Works Department

2725 Judge Fran Jamieson Way
Building A, Room 201
Viera Florida 32940
321-617-7202

Contract Change Order #7

Originating Department: Public Works Department

Contract Number: 4256

Project Title: St. Johns Heritage Parkway (S.J.H.P.) Northern Segment

Original Contract Amount: \$10,482,615.27

List Previous Change Orders (C.O.) by Number and Price: C.O.#1 \$3,450.00, C.O.#2 \$24,900.75, C.O.#3 \$22,405.39, C.O.#4 \$38,966.55, C.O.#5 \$63,368.50, C.O.#6 \$3,816.33

Proposed Change Order Description and Cost: Contract Change Order (C.O.#7) addresses the expansion of the original Intelligent Transportation System (I.T.S.) work scope to include improvements along the S.J.H.P. from State Road 500 (US 192) to the Ellis I-95 Interchange. Phase 1 of the I.T.S. project includes the installation of conduit, fiber optic cabling, pull and splice boxes, and Vehicle Detection Systems, as shown in Engineering Revision #5 of the construction plans.

Contract C.O.#7 will result in a maximum net increase of \$551,200.04 to the contract amount, and an additional 91 calendar days will be added to the contract time. The additional 91 calendar days is limited to the I.T.S. Phase 1 expansion work. The revised contract completion date will be January 18, 2021. The current Substantial Completion date of the contract work, including all change orders not related to I.T.S. expansion work, remains September 19, 2020. If the project is deemed substantially complete by the County as defined in Section 2 of the Contract Documents, excluding I.T.S. expansion work, the current five percent retainage amount will be released to the Contractor as provided for in FL Statute, Section 218.73. Upon acceptance of the As-Built Survey Drawings, excluding the I.T.S. work, by the County, the additional \$50,000 As-Built Survey Drawing withholding will be released to the Contractor. The County will then retain five percent of the C.O.#7 amount and an additional \$5,000 for the I.T.S. As-Built Survey Drawings until the project is completed and accepted by the County. The County reserves all legal rights and remedies under the Contract, including completion provisions such as Liquidated Damages.

The I.T.S. Phase 2 design is complete and will result in Engineering Revision #6. This revision also expands the original I.T.S. work scope to finalize the improvements along the S.J.H.P. from US 192 to the Ellis I-95 Interchange, including the installation of I.T.S. devices, power services, support structures and associated communication/power wiring and cabinets. The estimated cost for the I.T.S. Phase 2 additional work is approximately \$285,000.00. A future change order will address the cost and time associated with the construction of the I.T.S. Phase 2 work.

Signature page for Contract Change Order 7, Contract Number 4256

Approvals:

John R. Burkett, P.E., DRMP, Inc.
Engineer of Record

Rachel Gerena, P.E., Public Works Engineering
Brevard County

Corrina Gumm, Interim Public Works Director
Brevard County

Attest:

Board of County Commissioners of
Brevard County, Florida

Scott Ellis, Clerk

By: _____
Bryan Lober, Chair

As approved by the Board on: _____

Corporate SEAL

Jr. Davis Construction Co., Inc.

By: _____
James B. Davis, Jr., President

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF OSCEOLA

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared _____ known to be the President of Jr. Davis Construction Co., Inc., who executed the foregoing instrument, and they acknowledged before me that they executed the same.

Witness my hand and official seal, _____ day of _____, 2020.

Notary Public
State of Florida
My Commission Expires:

St. John's Heritage Parkway - North Section
Project #0650001
Change Order #7

Item Number	Description	Reference	Unit	Unit	Previous Contract		Revised Contract		New Change	
					Quantity	Amount	Quantity	Amount	Quantity	Amount
101-1B	Mobilization:	RF#14	31,753.12	LS	0	\$0.00	1	\$31,753.12	1	\$31,753.12
102-1B	Maintenance of Traffic	RF#14	1,800.00	LS	0	\$0.00	1	\$1,800.00	1	\$1,800.00
630-2-11A	Conduit (F&I) (Open Trench)	RF#14	9.41	LF	0	\$0.00	3429	\$32,266.89	3429	\$32,266.89
630-2-12A	Conduit (F&I) (Directional Bore)	RF#14	21.95	LF	0	\$0.00	5015	\$110,079.25	5015	\$110,079.25
630-2-14	Conduit (F&I) (Aboveground)	RF#14	58.90	LF	0	\$0.00	60	\$3,534.00	60	\$3,534.00
633-1-121	Fiber Optic Cable, F&I, Underground, 2-12 Fibers	RF#14	2.64	LF	0	\$0.00	125	\$330.00	125	\$330.00
633-1-123a	Fiber Optic Cable, F&I, Underground, 49-96 Fibers	RF#14	2.76	LF	0	\$0.00	10169	\$28,066.44	10169	\$28,066.44
633-2-31b	Fiber Optic Connection, Install, Splice	RF#14	41.07	EA	0	\$0.00	96	\$3,942.72	96	\$3,942.72
633-3-11	Fiber Optic Connection, Hardware, F&I, Splice Enclosure	RF#14	860.00	EA	0	\$0.00	1	\$860.00	1	\$860.00
633-3-12	Fiber Optic Connection, Hardware, F&I, Splice Tray	RF#14	58.68	EA	0	\$0.00	7	\$410.76	7	\$410.76
633-3-15	Fiber Optic Connection, Hardware, F&I, Preterminated Patch Panel	RF#14	1,754.34	EA	0	\$0.00	1	\$1,754.34	1	\$1,754.34
635-2-11A	Pull & Splice Box (F&I) (13" x 24") Cover	RF#14	997.72	EA	0	\$0.00	17	\$16,961.24	17	\$16,961.24
635-2-12	Pull & Splice Box (F&I) (24" x 36") Cover	RF#14	1,465.60	EA	0	\$0.00	13	\$19,052.80	13	\$19,052.80
635-2-13	Pull & Splice Box (F&I) (30" x 60") Rect or 36" Round Cover	RF#14	1,881.99	EA	0	\$0.00	2	\$3,763.98	2	\$3,763.98
684-1-1	Managed Field Ethernet Switch, F&I	RF#14	3,749.24	EA	0	\$0.00	1	\$3,749.24	1	\$3,749.24
684-1-5	Managed Field Ethernet Switch, Adjust/Modify	RF#14	322.71	EA	0	\$0.00	1	\$322.71	1	\$322.71
660-3-11	Vehicle Detection System - Microwave, F&I Cabinet Equipment	RF#14	5,163.97	EA	0	\$0.00	16	\$82,623.52	16	\$82,623.52
660-3-12	Vehicle Detection System - Microwave, F&I, Aboveground Equipment	RF#14	9,048.96	EA	0	\$0.00	16	\$144,783.36	16	\$144,783.36
660-4-60	Vehicle Detection System - Video, Remove	RF#14	1,871.69	EA	0	\$0.00	3	\$5,615.07	3	\$5,615.07
570-1-2	Performance Turf, Sod	RF#14	2.90	SY	122153.3	\$354,244.57	123153.3	\$357,144.57	1000	\$2,900.00
N/A	Project Superintendent	RF#14	871.24	DY	0	\$0.00	65	\$56,630.60	65	\$56,630.60
Totals						\$354,244.57		\$905,444.61		\$551,200.04

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor:		
2. Fund/Account #:	3. Department Name:	
4. Contract Description:		
5. Contract Monitor:	7. Contract Type:	
6. Dept/Office Director:		

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u> <u>YES</u> <u>NO</u>	<u>SIGNATURE</u>
User Agency		_____
Risk Management		_____
County Attorney		_____

SECTION III – REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u> <u>YES</u> <u>NO</u>	<u>SIGNATURE</u>
User Agency		_____
Risk Management		_____
County Attorney		_____



SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.7.

4/21/2020

Subject:

Approval, RE: Property Access License Agreement at Watts Park, Merritt Island, Florida

Fiscal Impact:

No impact

Dept/Office:

Parks and Recreation

Requested Action:

It is requested that the Brevard County Board of County Commissioners approve a Property Access License Agreement that allows Kenneth Nelsen and Ashley Keegan Nelsen access to their property through Brevard County owned Watts Park, 695 Needle Boulevard, Merritt Island, Florida. If it becomes necessary to extend the Agreement, it is requested that the County Manager, or designee be authorized to sign additional extensions.

Summary Explanation and Background:

Kenneth and Ashley Nelsen own the property adjacent to Brevard County owned Watts Park. The Nelsen's are preparing to construct a pool in their backyard but in order to construct it, their contractor needs temporary access with heavy equipment to a portion of Watts Park for ingress/egress to the Nelson's backyard. The attached Property Access License Agreement would give them temporary access through the portion of Watts Park identified on Exhibit A of the Agreement, for a period of three (3) months. If additional time is necessary, it is requested that the County Manager, or designee be authorized to sign any extensions.

Once the pool construction has been completed, the Agreement will terminate.

Clerk to the Board Instructions:

Please return fully executed Property Access License Agreement to Melissa Renninger, Parks and Recreation telephone 321-633-2046.

PROPERTY ACCESS LICENSE AGREEMENT

THIS PROPERTY ACCESS LICENSE AGREEMENT is hereby made and entered into 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"), and **Kenneth Nelsen and Ashley Keegan Nelsen of 650 Paula Avenue, Merritt Island, Florida 32953** (hereinafter referred to as the "Licensee(s)").

WITNESSETH

WHEREAS, the County owns property in Brevard County, Florida, as depicted and outlined in red on Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter referred to as the "County's Property"); and

WHEREAS, the Licensee(s) are the owners of certain property located at **650 Paula Avenue, Merritt Island, Florida 32953** as depicted and highlighted in yellow on Exhibit A (hereinafter referred to as the "Licensees' Property"), which is adjacent to the County's Property; and

WHEREAS, the Licensees desire to access the County's Property as highlighted in blue on Exhibit A, in order to enter and leave the east side of Licensees' property; and

WHEREAS, County desires to grant to Licensees access over the County's Property as more particularly described herein.

NOW, THEREFORE, for value received and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated into and made part of this License Agreement by this reference.
2. Property. This License Agreement relates to the land owned by the County and identified in the legal description set forth in Exhibit "B" to this License Agreement, which is incorporated herein by this reference.
3. License. The County hereby grants to Licensees a non-exclusive, personal, and revocable license (hereinafter referred to as the "License") solely for the purpose of allowing Licensees ingress and egress to Licensees' Property on the western most portion of the County's Property highlighted in blue on Exhibit A for the term of this License Agreement. This License shall not be interpreted or construed to grant any right of ingress over, egress over, or use of the western most portion of the County's Property by any other person, third party, or property owner other than Licensees, except for invited guests of the Licensees. Licensees shall be present when any and all guests are accessing the western most portion of the County's Property. This License shall not be construed or interpreted as granting or attempting to grant the Licensee ingress or egress across property owned by any other person or legal entity. The License

Agreement does not operate to confer on, or vest in, the Licensees any title, interest, or estate in the County's Property.

4. Right of Access. The Licensees are hereby granted access through the County's Property along the designated path identified on Exhibit "A" for ingress and egress purposes in order to access Licensees' Property, subject to and in accordance with the County's rules and regulations governing such access, as well as all applicable laws and regulations promulgated by the State of Florida or any other governmental entity. The County shall allow Licensees to utilize the western most portion of the County's Property during the term of this License to access the rear of Licensees' Property. Neither the License nor the Licensees' use of the western most portion of the County's Property shall constitute a basis for obtaining a building permit for the construction of any improvements on the Licensees' property. This License Agreement is intended solely to provide a revocable, personal privilege to enter and leave Licensees' Property, and in no way interferes with Licensees' right to apply for and acquire, if appropriate, a legal easement over the County's Property at some date in the future. In no way does this License Agreement extinguish any existing legal right Licensees currently have concerning access to their property. Licensees further agree to close any gate(s) used by the Licensees to enter or exit the County's Property.

5. No Other Activity. The Licensees may not enter upon or engage in any other activity upon the County's Property unless other members of the general public have been expressly permitted, by rule, regulation or management plan approved by the government agency with jurisdiction, to enter upon or engage in the same type of activity upon the County's Property.

6. Authority; Maintenance. The County represents that it has the right to grant the license herein described. The County shall not bear any responsibility for the maintenance of the County's Property, including the western most portion of the County's Property, and shall have no duty to keep the County's Property in a condition passable by Licensees. Licensees shall not undertake any maintenance or improvement of the County's Property without the expressed written permission of the County, which permission may be withheld in the County's sole discretion. Licensees shall have the right, after obtaining written approval from County staff, to maintain but not improve the western most portion of the County's Property depicted on Exhibit A. As it pertains to this License Agreement, maintenance includes trimming of trees and brush that restrict travel along the western most portion of the County's Property and removal of tire ruts and tire tracks so as to keep the western most portion of the County's Property in a condition to support travel on it. No maintenance may be conducted outside the boundaries of the western most portion of the County's Property.

7. Undue Waste. Licensees shall not commit undue waste to the County's Property and agree to restore any damage to the western most portion of the County's Property that occurs as a result of or is associated with Licensees' use of the western most portion of the County's Property to the satisfaction of the County.

8. Indemnification. Licensees shall indemnify and hold harmless the County, and its agents, officers, and employees, from and against any and all claims, losses, and expenses, including attorney's fees, arising out or resulting from the performance of the work relating to this License Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Licensees, or anyone acting directly or indirectly for the Licensees or on their behalf, regardless of whether or not it is caused in part by a party indemnified hereunder. Licensees shall be solely responsible for any liability, damages, costs, fines, and/or administrative or criminal enforcement actions resulting from their activities on the County's Property. Nothing contained herein shall be construed or interpreted as a waiver of the County's sovereign immunity protections or limitations on damages provided for in Section 768.28, Florida Statutes, as amended. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Licensees acknowledge specific consideration has been received for this hold harmless/indemnification provision. The duties and responsibilities established in this paragraph shall survive expiration or termination of this License Agreement.

9. Insurance. Licensees agree that they have or will have appropriate levels of insurance in force at all times and maintained during the term of this License Agreement to cover any claims, including those in Paragraph 8 hereto. Prior to any work being conducted, Licensees shall show proof to the County that they have been named as an additional insured on any insurance policy held by a contractor(s).

10. Term. The term of this License Agreement, and the rights granted herein, shall be effective upon the date of last signature below and shall continue for three (3) months (hereinafter the "Term"). Licensees may request the County Manager, or designee, to grant up to three (3) additional extensions of three (3) months. Such requests must be made at least twenty (20) days prior to the expiration of the Term.

11. Revocation or Termination. This License Agreement may be revoked or terminated by the County upon thirty (30) days' written notice to the Licensees if the Licensees:

- a. Transfer ownership of all or any part of the Licensees' Property. In the event of transfer of ownership of all or any part of the Licensees' Property, Licensees agree to make a condition of the transfer that the new owner shall apply to the County for a License Agreement thirty (30) days prior to the transfer of title, which shall not be unreasonable withheld by the County. In the event the County has reason not to enter into a License Agreement with the new owner, the County will notify Licensees within the 30 day period of the reasons a License Agreement should not be issued to the prospective new owner;
- b. Obtain alternate access for ingress and egress to Licensees' Property;
- c. Violate any law, rule, regulation, or management plan applicable to the County's Property, as promulgated by the State of Florida, or any of its agencies; the County; or any other governmental agency with jurisdiction;

- d. Engage in any hunting activity on the County's Property;
- e. Discharge any firearms on or across any portion of the County's Property;
- f. Conduct any illegal or unauthorized activity on the County's Property;
- g. Enter upon or conducts activity upon the County Property for uses other than use of the western most portion of the County's Property for ingress and/or egress during the Term of this License Agreement;
- h. Violate any term, provision, or condition of this License Agreement; or
- i. If, in the sole discretion of the County, the County determines that the Licensees' continued use of the County's Property for the specific purposes outlined herein interferes with the County's management of the County's Property. In such a case, the County has the discretion to provide alternate access for ingress and/or egress if possible.
- j. This License Agreement may be revoked at any time for any reason by the County.

12. No Recording. This License Agreement shall not be recorded in the official records of Brevard County, Florida, by either party.

13. No Interest in the Property. This License Agreement is the grant of a personal right to the Licensees. This License Agreement shall not be construed to create any real property interest in the County's Property.

14. Assignment. The License Agreement may not be assigned, transferred, conveyed, or devised to any other person, corporation, partnership, or other entity.

15. 15.Acceptance. This License Agreement constitutes the entire agreement between the County and the Licensees and supersedes all prior arrangements and understandings whether written or oral relative to the subject matter(s) thereof. Except as otherwise specifically set forth in this Agreement, neither party makes any representation or warranty, express or implied, statutory or otherwise to the other. Venue; Governing Law. Venue for any legal action brought by any party to this License Agreement to interpret, construe, or enforce this License Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury. This License Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

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

17. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this License Agreement and duly executed by both parties .

18. Severability. If any term, covenant, condition, or provision of this License Agreement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

19. Counterparts. This License Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. The parties agree that executed counterparts may be transmitted by facsimile machine and that such counterparts shall be treated as originally executed instruments. Each party undertakes to provide the other with a copy of the original License Agreement bearing actual original signatures and initials within a reasonable period of time following execution of this License Agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF the parties have executed this License Agreement as of the date of last signature below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: _____
Scott Ellis, Clerk

By: _____
Bryan Lober, Chair
As approved by the Board on: _____

WITNESS

Beth M. Scott
Name
Beth M. Scott 3/26/20
Signature Date

LICENSEES

Kenneth R. Nelsen
Name Kenneth R. Nelsen
[Signature] 03-26-2020
Signature Date

Ashley M. Nelsen
Name Ashley M. Nelsen

[Signature] 3/26/20
Signature Date

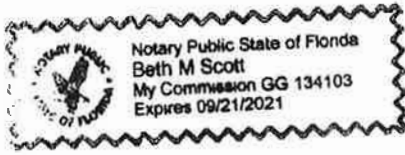
STATE OF Florida)
COUNTY OF Brevard)

The foregoing instrument was acknowledged before me this 26th day of March, 2020,
by Kenneth Nelsen Ashley Nelsen who is personally known to me or produced
FLDL as identification.

Beth M. Scott
Notary Public

Reviewed for legal form and content:
[Signature]
(Assistant) County Attorney

(NOTARY PUBLIC SEAL)



Beth M. Scott
(Printed, Typed or Stamped Name of
Notary Public)
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

Watts Park

695 Needle Boulevard
Merritt Island, FL 32953



Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

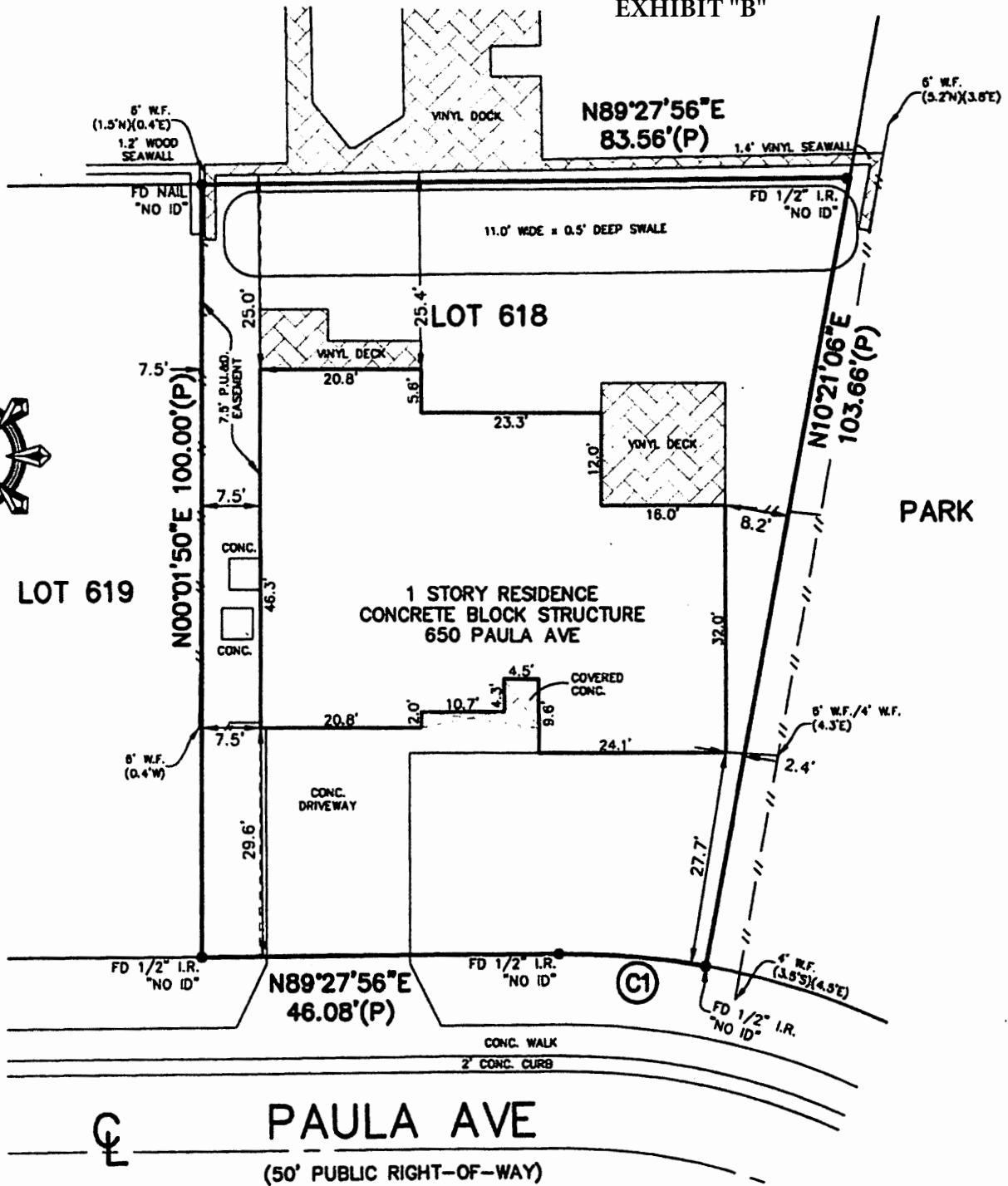
2014 Aerial

0 25 50
Feet



DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation.

EXHIBIT "B"



CERTIFIED TO:

ASHLEY NELSEN AND KENNETH NELSEN
CROSS COUNTRY MORTGAGE.
DOCKSIDE TITLE, LLC
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SURVEYOR'S NOTES:

- 1) THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF N.89°27'56"E., ALONG THE NORTH RIGHT-OF-WAY LINE OF PAULA AVE.
- 2) AS PER FLOOD INSURANCE RATE MAP NO.12009C 0435 G, INDEX DATED 03-17-2014, THE ABOVE DESCRIBED PROPERTY LIES IN ZONE X & AE.
- 3) THIS SURVEY WAS PREPARED FROM TITLE INFORMATION PROVIDED TO THE SURVEYOR. THERE MAY BE ADDITIONAL RESTRICTIONS OR EASEMENTS THAT AFFECT THE PROPERTY.
- 4) THIS TRACT CONTAINS 7,455 SQUARE FEET OR 0.17 ACRES OF LAND MORE OR LESS.

CERTIFIED BY:

DAVID A. BLOCK
FLORIDA P.S.M. 6263
 (NOT VALID UNLESS SEALED)

1545 BREAM STREET
MERRITT ISLAND, FL 32952
PHONE: 321-452-7048
FAX: 321-452-5109
www.blocksurveying.com
dblock@blocksurveying.com

SCALE: 1" = 20'
DATE: 12/14/2016

INITIAL CONTRACT REVIEW AND APPROVAL FORM


SECTION I - GENERAL INFORMATION

1. Contractor: Kenneth and Ashley Keegan Nelsen	
2. Fund/Account #:	3. Department Name: Parks and Recreation
4. Contract Description: Property Access License Agreement	
5. Contract Monitor: Melissa Renninger	7. Contract Type:
6. Dept/Office Director: Mary Ellen Donner	LEASE/RENTALS

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<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

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>		
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>		
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		4/7/2020

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor:	
2. Fund/Account #:	3. Department Name:
4. Contract Description:	
5. Contract Monitor:	7. Contract Type:
6. Dept/Office Director:	

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency			_____	_____
Risk Management			_____	_____
County Attorney			_____	_____

SECTION III – REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency			_____	_____
Risk Management			_____	_____
County Attorney			_____	_____



SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.8.

4/21/2020

Subject:

Approval, Re: Authorizing Resolution, Grant Application, Execution of Follow Up Grant Agreement with Federal Transit Administration re: FY2020 Space Coast Area Transit CARES Act Formula Grant

Fiscal Impact:

\$17,872,063 from Federal Transit Administration CARES Act Funds (4136/TBD)

Dept/Office:

Transit Services

Requested Action:

It is requested that the Board of County Commissioners approve the following actions for the 2020 CARES ACT Urbanized Area Formula Program from the Federal Transit Administration (FTA) in the amount of \$17,872,063:

- the Chair to sign the Authorizing Resolution,
- the Chair to sign the Grant Application,
- the Chair to sign the Designation of Signature authority allowing staff to submit the Grant electronically,
- Authorize the County Manager to execute necessary Budget Change Requests,
- the Transit Director to execute and submit the Grant Agreement electronically, contingent upon County Attorney and Risk Management approval,
- the Transit Director to execute any additional follow-up documentation/resolutions and amendments necessary to secure these funds.

Summary Explanation and Background:

On Friday, March 27, 2020 the Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law. The CARES Act provided for \$25 billion in Federal Transit Administration (FTA) funds for public transit formula operating and capital grants to prevent, prepare for, and respond to COVID-19 pandemic. The bill provided that FTA distribute the transit funds proportionally based on the ratio funding of four specific programs; one of which is the Urbanized Area Formula Grants (49 U.S.C. 5307). Space Coast Area Transit/Brevard County Board of County Commissioners is an eligible recipient of Section 5307 funds.

149

The CARES Act transit funds were established to provide funding to prevent, prepare for and respond to the COVID-19 pandemic. The guidelines for utilizing these funds are still coming through and so far two conference calls have been held. What we have been instructed by the Federal Transit Administration is:

- The funds are 100% federal share; no local funding.
- Priority for funding is operational expenses; however, all activities normally eligible under Section 5307 formula program, including planning and capital are eligible.
- Operating expenses are those costs necessary to operate, maintain and manage a public transportation system.
- There is no limit on the amount of funds that may be used for operating expenses for fixed route or paratransit service.
- Expenses may be incurred starting on January 20, 2020.
- Funds are available until expended; no lapse date to obligate funds.
- Transit systems are encouraged to spend funds expeditiously to respond to local needs.

The bill gave the Federal Transit Administration seven days to apportion these funds from the date of enactment. Using the FY2020 apportionment formulas, Space Coast Area Transit's eligible apportionment is \$15,478,622 (Palm Bay/Melbourne Large Urbanized Area) and \$2,393,441 (Titusville Small Urbanized Area).

The total CARES Act Grant will include the following line items:

100% Federal share operating (Palm Bay/Melbourne)	\$15,478,622
100% Federal share operating (Titusville)	\$2,393,441
TOTAL APPLICATION AMOUNT	\$17,872,033

These are currently some of the expenses/projects that Transit Services will be applying towards the grant:

Salaries and Benefits (January 25, 2020 - September 30, 2020, or later)
 Preventative Maintenance (January 20, 2020-September 30, 2020, or later)
 Personal Protective Equipment (January 20, 2020-September 30, 2020, or later)
 Cleaning Services and supplies (January 20, 2020-September 30, 2020, or later)
 Telecommuting Equipment
 Alternate Site Contingency
 Operators Protective Barriers on Buses
 Retrofitting Cloth Bus Seats to Hard Plastic Seats

We are currently researching many alternatives for sanitization and cleaning of the buses and terminals. As we receive further instructions and clarification from FTA, more projects and expenses will be applied towards the grant allocation.

The CARES Act is 100% federally funded and no local match is required. At this time, we are unsure how accessing CARES Act will impact other budgeted revenue.

Clerk to the Board Instructions:

Please return one set of the signed Authorizing Resolution, signed Grant Application, signed Designation of Signature Authority and Board Memo to Transit Services.

RESOLUTION NO. 20-_____

RESOLUTION authorizing the filing of application(s) with the Department of Transportation, United States of America, for grant(s) under the Urban Mass Transportation Act of 1964, as amended.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects and budgets; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program; and

WHEREAS, it is required by the U. S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U. S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with these project(s), and that definite procedures shall be established and administered to ensure that minority business shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA,

1. That the Chair, Brevard County Board of County Commissioners, is authorized to execute and file application(s) on behalf of the Board of County Commissioners, Brevard County, Florida, with the U. S. Department of Transportation to aid in the financing of planning, capital and/or operating assistance projects pursuant to Section 9 of the Urban Mass Transportation Act of 1964, as amended.
2. That the Chair, Brevard County Board of County Commissioners, is authorized to execute and file with such applications an assurance or any other document required by the U. S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.
3. That the Transit Director, Brevard County Space Coast Area Transit is authorized to furnish such additional information as the U. S. Department of Transportation may require in connection with the application for the program of projects.
4. That the Transit Director, Brevard County Board of County Commissioners, is authorized to execute grant agreement on behalf of Brevard County Board of County Commissioners, Brevard County, Florida, with the U. S. Department of Transportation for aid in the financing of the planning, capital, and/or the operating assistance program of projects.

CERTIFICATION

The undersigned duly qualified and acting Chair, Brevard County Board of County Commissioners, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of County Commissioners, Brevard County, Florida, held on April 21, 2020.

BY _____
Bryan Lober, Chair
Brevard County Board of County Commissioners
As approved by the Board on 4/21/2020

(SEAL)

Scott Ellis, Clerk

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:**

05/21/2019

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** Brevard County Board of County Commissioners

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

59-6000523

*** c. Organizational DUNS:**

8301721930000

d. Address:

*** Street1:**

401 S. Varr Ave

Street2:

*** City:**

Cocoa

County/Parish:

*** State:**

FL: Florida

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

32922-8632

e. Organizational Unit:

Department Name:

Transit Services

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Scott

Middle Name:

*** Last Name:**

Nelson

Suffix:

Title: Transit Services Director

Organizational Affiliation:

*** Telephone Number:** 321-635-7815

Fax Number: 321-633-1905

*** Email:** scott.nelson@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:

Federal Transit Administration

11. Catalog of Federal Domestic Assistance Number:

20507

CFDA Title:

Urbanized Area (CARES)

* 12. Funding Opportunity Number:

5307-6

* Title:

Urbanized Area (CARES)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

CARES Act Operating Assistance for Brevard County, Florida

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

FL 8

* b. Program/Project

FL 8

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

01/20/2020

* b. End Date:

09/30/2022

18. Estimated Funding (\$):

* a. Federal

17,872,033.00

* b. Applicant

0.00

* c. State

0.00

* d. Local

0.00

* e. Other

0.00

* f. Program Income

0.00

* g. TOTAL

17,872,033.00

*** 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

04/21/2020

☐ 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:

* First Name:

Bryan

Middle Name:

* Last Name:

Lober

Suffix:

* Title:

Chair

* Telephone Number:

321-635-7815

Fax Number:

321-633-1905

* Email:

scott.nelson@brevardfl.gov

* Signature of Authorized Representative:

* Date Signed:

04/21/2020

DESIGNATION OF SIGNATURE AUTHORITY
For The
TRANSIT AWARD MANAGEMENT SYSTEM
(TrAMS)

The Brevard County Board of County Commissioners hereby designates Scott J. Nelson, Transit Services Director, and Karen Petters, Finance Officer, as authorized to access the Federal Transit Administration's (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS), and use a Personal Identification Numbers (PIN) to execute the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), to transmit and submit all applications to FTA for Federal assistance (or amendments thereafter), and to execute all awards of FTA assistance on behalf of the officials named below, thus binding the Applicant/Recipient's compliance with FTA's requirements.

Bryan Lober, Chair
Brevard County Board of County Commissioners
As approved by Board on April 21, 2020

ATTEST:

Scott Ellis, Clerk



PROJECT JUSTIFICATION

SCOPE: OPERATING ASSISTANCE

100% Operating Assistance – 30.09.01

These funds will be used for the prevention, preparation for, and response to COVID-19.

Grant Budget

FTA		
ACT. #	ITEM DESCRIPTION	FY2020
30.09.01	100% Federal Share Operating (Palm Bay / Melbourne)	\$15,478,622
30.09.01	100% Federal Share Operating (Titusville)	\$2,393,441
	TOTAL CAPITAL	\$17,872,063

NOTICE OF INTENT TO APPLY FOR FEDERAL ASSISTANCE

This is a notice of intent of the Brevard County Board of County Commissioners to apply for Federal assistance under the Federal Transit Administration CARES Act (Section 5307).

FY 2020 CARES Act:

100% Federal share operating (Palm Bay/Melbourne)	\$15,478,622
100% Federal share operating (Titusville)	\$2,393,441
TOTAL CAPITAL	\$17,872,033

The Brevard County Board of County Commissioners will approve the request to submit a grant application to fund the above Program of Projects to the Federal Transit Administration at their April 21, 2020 meeting. If any citizen has a comment on the above projects or wishes to request that a public hearing be held on this program or would like to receive this Program of Projects, they can write to or visit: Space Coast Area Transit Director, 401 South Varr Avenue, Cocoa, FL 32922. This is the draft Program of Projects and if no comments are received and the Board of County Commissioners makes no changes, the draft Program of Projects will stand as the final Program of Projects.

By: Scott Nelson, Director
Space Coast Area Transit
Brevard County Board of County Commissioners

April 6, 2020

Brevard County Board of County Commissioners
d/b/a Space Coast Area Transit
401 S. Varr Ave
Cocoa, FL 32904

Dear Chair,

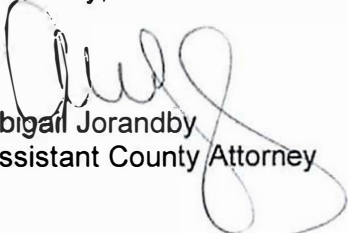
This communication will serve as the requisite opinion of counsel to be filed with the Federal Transit Administration, United States Department of Transportation, in connection with the application of Brevard County Board of County Commissioners (d/b/a Space Coast Area Transit) for federal transportation assistance authorized by 49 U.S.C. Chapter 53; Title 23, United States Code; and other federal statutes authorizing activities administered by the Federal Transit Administration.

Brevard County Board of County Commissioners (d/b/a Space Coast Area Transit) is the designated recipient as defined at 49 U.S.C. 5307(a) (2).

Citations to laws, regulations, etc. establishing the legal authority of Brevard County Board of County Commissioners (d/b/a Space Coast Area Transit) to carry out transportation projects for which federal assistance is sought is set forth below:

1. Brevard County Board of County Commissioners (d/b/a Space Coast Area Transit) is authorized by Section 125.01(l), Florida Statutes, to provide and assist transportation in Brevard County, Florida.
2. The authority of Brevard County Board of County Commissioners to provide funds for the local share of the project is set forth in Florida Department of Transportation Block Grant and Brevard County Budget, General Funds.
3. I have reviewed the pertinent federal, state, and local laws, and I have concluded that there is no legal impediment to you filing an application for the project for which Brevard County Board of County Commissioners (d/b/a Space Coast Area Transit) seeks assistance. Furthermore, as a result of my examination, I find that there is no pending or threatened litigation or other action which might in any way adversely affect the proposed project or the capability of Brevard County Board of County Commissioners (d/b/a Space Coast Area Transit) to carry out the project.

Sincerely,


Abigail Jorandby
Assistant County Attorney





FEDERAL TRANSIT ADMINISTRATION

Coronavirus Aid, Relief, and Economic Security Act (CARES) Act of 2020 Implementation

Tuesday, April 7, 2020



U.S. Department of Transportation
Federal Transit Administration

CARES Act of 2020

- Since initial reports of the novel coronavirus in December, more than 1 million people have tested positive for COVID-19
- Transit providers have seen a drastic decrease in ridership and revenue as a result of social distancing, while incurring unplanned costs for health and safety
- On March 27th, the CARES Act was signed into law providing \$2 trillion in support for a variety of industries affected by COVID-19, including the transit industry

CARES PROVIDES \$25B for TRANSIT

- The CARES Act provides an unprecedented \$25 billion in funding to support the transit industry response to COVID-19
 - Urbanized Area Formula Program (49 USC 5307): \$22.7 billion
 - Formula Grants for Rural Areas (49 USC 5311): \$2.2 billion
 - Includes \$30 million for Tribal Transit formula program
 - \$75 million for administration and oversight

Urbanized Area and Rural Area Formula Program Activities are Eligible

- Beginning January 20, 2020, all activities normally eligible under the Urbanized Area (49 USC 5307) and Rural Area (49 USC 5311) formula programs are eligible for CARES Act funding, including:
 - Planning
 - Capital (preventive maintenance, rolling stock, equipment, etc.)
 - Operating

Operating Expenses Also Eligible

- Operating expenses for all recipients, including large urbanized areas, are eligible beginning January 20, 2020
 - Includes paying administrative leave of operations personnel due to reductions in service or quarantine
 - There is no limit on the amount of funds that may be used for operating expenses
 - There is no limit on the amount of funds that may be used for paratransit service
 - Charter service in response to the COVID-19 emergency may be provided for up to 45 days without a waiver

Funding Features

- 100 percent federal share for all projects funded by CARES Act
- Pre-award authority for all projects starting on January 20, 2020
 - Expenses may be incurred prior to grant award
- Funds are available until expended
 - No lapse date
 - Recipients are encouraged to use funds expeditiously

Normal Program Requirements Apply

- All Federal transit program (49 USC Ch. 53) requirements apply to CARES Act funding
 - DOL certification
 - A new split letter is required (if applicable)
 - The intercity bus (49 USC 5311(f)) requirement

Exceptions to Normal Requirements

- Some expenses do not need to be in a TIP/STIP or long-range transportation plan
 - Operating expenses
 - Capital expenses that do not involve a substantial change to the location, function, or capacity of an asset

Emergency Relief Docket

- Appropriate for grantees who need to ask for additional regulatory or statutory relief above and beyond what is already provided, based on their specific circumstances
- Docket FTA-2020-0001 at www.regulations.gov
- For all other questions, please email FTAresponse@dot.gov

Urbanized Area and Rural Area Formula Programs Emergency Relief Funds

- On March 13th, FTA announced expanded eligibility and increased federal shares for the Urbanized Area (5307) and Rural Area (5311) formula programs
- Under FTA's Emergency Relief (ER) Program, Urbanized Area and Rural Area formula funds may be used for expenses related to a declared emergency
 - Federal public transportation law does not provide similar authorities for other grant programs
- This action gave all recipients the flexibility to use Urbanized Area and Rural Area formula funds previously apportioned for capital and operating expenses directly related to COVID-19 response with an increased federal share of up to 80%
- This option remains available for COVID-19 response, in addition to the availability of CARES Act funds

CARES Act Coding in TrAMS

New Application in TrAMS

- Section code is consistent with 5307 – **90** and 5311 – **18**
- Appropriation Code is **29**
- Limitation (LIM) Code is either **CV, AV, TV**

Short Code	Program	Account Class Code	Fiscal Year	Approp. Code	Section Code	LIM Code	Auth. Type
5307-6	Urbanized Area (CARES)	2020. 29.90.CV.1	2020	29	90	CV	I
5311-5	Rural Area (CARES)	2020. 29.18.CV.1	2020	29	18	CV	I
5311-6	Appalachian Dev (CARES)	2020. 29.18.AV.1	2020	29	18	AV	I
5311-7	Tribal (CARES)	2020. 29.18.TV.1	2020	29	18	TV	I

171

Separate TrAMS Grants

- CARES Act funds must be awarded as separate grants (from non-CARES funding)
 - Needed as funding has different period of availability and match requirement
 - ECHO drawdowns

CARES Act Cash Disbursements

Drawdowns in ECHO-Web

- Electronic Clearing House Operation (ECHO)-Web is a web application that allows FTA grant recipients to request payments from their grant awards
- Payments are processed twice a day, Monday - Friday
- Funds requested by 2pm eastern time on business days are usually deposited to the requester's bank account the next business day
- Initiate a payment request only for immediate disbursement needs
 - Excess funds held longer than three days must be returned to FTA along with any interest earned
- Notify your FTA Regional Office if payment request will exceed \$50 million
 - FTA must provide Treasury with 72 hours prior notice for requests exceeding \$50 million

Emergency Relief (COVID-19) Coding in TrAMS

New Application in TrAMS

- Section code is consistent with 5307 – 90 and 5311 – 18
- Appropriation Code is 25
- Limitation (LIM) Code is **ER**
- Authority Type is 2

Program	Account Class Code	Fiscal Year	Approp. Code	Section Code	LIM Code	Auth. Type
5307 – Urbanized Area Formula	2020.25.90. ER .2	2020	25	90	ER	2
5311 - Rural Area Formula	2020.25.18. ER .2	2020	25	18	ER	2

Emergency Relief (COVID-19) Coding in TrAMS

Amendment (Transfer) Steps of Existing Award to ER in TrAMS

1. Include Financial Purpose Code amounts, if applicable
2. Change Limitation (LIM) Code from 9I or 8I to **ER** in TrAMS

Program	Account Class Code From	Account Class Code To
5307 – Urbanized Area Formula	2020.25.90.9I.2	2020.25.90.ER.2
5311 - Rural Area Formula	2020.25.18.8I.2	2020.25.18.ER.2

For More Information

- FTA's website – please visit transit.dot.gov
 - FAQs are posted with more on the way
 - CARES Act apportionment tables for Urbanized Area, Rural Area, and Tribal Transit are available now
 - A recorded webinar has been posted
- CARES Act Apportionment Notice to be published in the Federal Register
- Email support:
 - Questions on federal requirements and funding eligibility: FTAResponse@dot.gov
 - ECHO-Web technical support and inquiries: FTA.ECHOWeb@dot.gov



Federal Transit
Administration
www.fta.dot.gov



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.9.

4/21/2020

Subject:

Request permission to modify Board Direction regarding Transit Service Development Grant Applications for new Transit Bus Routes.

Fiscal Impact:

Dept/Office:

Transit Services

Requested Action:

It is requested that the Board of County Commissioners modify prior Board Direction regarding Transit Service Development Grant Application for new Transit Bus Routes. In light of the current budget situation for Transit Services, utilize Federal Transit Administration CARES Act to fund three new transit routes instead of FDOT Service Development Funds and County General Funds.

Summary Explanation and Background:

At the February 20, 2020, Budget Workshop, the Board gave direction to staff to prepare a grant application to accommodate a proposal for three route expansions; Central Titusville, Port St. John and a South Beach Connector.

Space Coast Area Transit will be applying to create three new routes within the County. Route 10, **Central Titusville Circulator**, will be a circulator route which will run through the center of the City, reaching some of our more lower income housing developments and south ern portions of the of the city that remain unserved. Route 11, **Port St. John**, will be a circulator route that will take the residents from west of I-95 into areas where shopping and medical facilities are located. Route 30, **South Beach Connector**, will cover a section of US1 in Melbourne that is currently not served. Route 30 will also take a portion of the Route 26, South Beaches; this will allow Route 26 to go from 2 hour headways to 1 hour headways. Route 30 will also serve our South Terminal at 460 S. Harbor City Blvd, Melbourne, which is currently not served within our system.

The Federal Transit Administration CARES Act will provide operational funding for transit for two years with no local match. Transit Services will fund these new routes with CARES Act funds for approximately two years. It is anticipated that the new service will start on _____, 2021.

Clerk to the Board Instructions:



Florida Department of Transportation District Five

Public Transit Service Development Program Grant Application

State Fiscal Year 2022

March 2020

Applicant Information

All identifying applicant information requested below must be provided.

Applicant Legal Name:	Brevard County Board of County Commissioners d/b/a Space Coast Area Transit
Physical Address:	401 S. Varr Ave, Cocoa, FL 32922
DUNS Number:	830172193
MFMP Vendor Number:	F596-000-523-038
Existing Transit Service Area:	Brevard County, Florida
Proposed Project Service Area:	Brevard County, Florida
Project Title:	New Fixed Route Service Titusville, Port St. John, Melbourne
Grant Contact Name:	Scott Nelson
Title:	Transit Services Director
Phone:	321-635-7815 ext 52931
Email:	Scott.Nelson@brevardfl.gov
Authorized Representative Name:	Bryan Lober
Title:	Chair
Phone:	321-454-6601
Email:	Bryan.Lober@brevardfl.gov

FDOT Certifications and Assurances

Review the below Certifications and Assurances and ensure that the date, and Authorized Representative name, title, and signature are completed.

Brevard County Board of Commissioners certifies and assures to the Florida Department of Transportation regarding its Application under FDOT's Service Development Program dated 21st day of April, 2020.

- 1 It shall comply with Florida Statutes, as applicable:
 - Section 341.051 - Administration and financing of public transit and intercity bus service programs and projects
 - Section 341.061(2) - Transit Safety Standards; Inspections and System Safety Reviews
 - Section 215.97 - Florida Single Audit Act
 - Chapter 287 - Procurement of Personal Property and Services
- 2 It shall comply with Florida Administrative Codes, as applicable:
 - Rule Chapter 14-90—Equipment and Operational Safety Standards for Bus Transit Systems
 - Rule Chapter 14-90.0041—Medical Examination for Bus System Driver
 - Rule Chapter 60A—Division of Purchasing
- 3 It shall comply with FDOT's Procedures, as applicable:
 - Bus Transit System Safety Program Procedure No. 725-030-009
 - Transit Vehicle Inventory Management Procedure No. 725-030-025
 - Public Transportation Vehicle Leasing Procedure No. 725-030-001
 - Public Transit Service Development Program Procedure No. 725-030-005
 - Procurement Guidance for Transit Agencies Manual
- 4 It has the fiscal and managerial capability and legal authority to file the application.
- 5 Local matching funds will be available to purchase vehicles/equipment or finance the service indicated on the submitted application.
- 6 It will carry adequate insurance to maintain, repair, or replace project vehicles/equipment in the event of loss or damage due to an accident or casualty.
- 7 It will maintain project vehicles/equipment in good working order for the useful life of the vehicles/equipment.

- 8 It will return project vehicles/equipment to FDOT if, for any reason, they are no longer needed or used for the purpose intended.
- 9 It recognizes FDOT's authority to remove vehicles/equipment from its premises, at no cost to FDOT, if FDOT determines the vehicles/equipment are not used for the purpose intended, improperly maintained, uninsured, or operated unsafely.
- 10 It will not enter into any lease of project vehicles/equipment or contract for transportation services with any third party without prior approval of FDOT.
- 11 It will notify FDOT within **24 hours** of any accident or casualty involving project vehicles/equipment and submit related reports as required by FDOT.
- 12 It will notify FDOT and request assistance if a vehicle should become unserviceable.
- 13 It will submit an annual financial audit report to FDOT (FDOTSingleAudit@dot.state.fl.us), if required.
- 14 It shall accept the commitment to continue the project, if deemed successful by self-imposed measures, without additional Public Transit Service Development Program funds.
- 15 It will participate in annual site visits by FDOT to determine compliance with the baseline requirements. If found not in compliance, it must send a progress report to the local FDOT District office on a quarterly basis outlining the agency's progress towards compliance.
- 16 It will submit Semi-Annual Progress Reports on performance measures, including but not limited to monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 17 It will submit a Final Report at any time when it becomes necessary to terminate the project, or at the end of the project period. The report must accompany the Final Invoice for reimbursement and include: (a) an evaluation of the attainment of the goals and objectives, (b) the reasons any of the goals were not met, (c) the benefit accrued by the agency, and (d) a statement of the agency's intent to continue with the service demonstrated.

Authorized Representative certification:

Date: As approved by the Board on 4/21/2020

Signature:

Name: Bryan Lober

Title: Chair

Risk Assessment Information

Describe your organization's structure, management systems, staff expertise, and prior experience carrying out similar projects, if applicable. Discuss your organization's capacity to maintain compliance throughout the life of the project, including any anticipated organizational changes that may impact the project.

Supporting documentation may be included as attachments.

Insert Attachments

Maximum Word Count: 500

Space Coast Area Transit is a department of the Brevard County Board of County Commissioners. We have been providing fixed route public transportation to the citizens of the Brevard since 1985. Currently, we have 20 fixed routes, that cover approximately 52 service miles of the length of Brevard County. A copy of our current system map is attached, Map 1.

As a department of the Brevard County Government, Space Coast Area Transit is supported by other County departments such as Purchasing, Finance, Facilities, County Attorney, Information Technology and the Space Coast Transportation Planning Organization. Within the department we have Bus Operations, Bus Maintenance, Finance, Planning, Customer Service and Administration. We are including a copy of Brevard County's Organizational Chart, Chart 1 and Transit Services Organizational Chart, Chart 2.

Space Coast Area Transit has been the recipient of service development grants for new fixed route service in Viera, Palm Bay/West Melbourne and Minuteman Causeway. The Viera Route was a success and is still in service to this day. The Palm Bay/West Melbourne Route is in the second year of the service development grant. We are anticipating continuing on with providing this service.

Space Coast Area Transit has audit reviews conducted by the Federal Transit Administration, Florida Department of Transportation, Florida Commission for the Transportation Disadvantaged and Brevard County Internal Audits. Our last Federal Transit Administration Triennial Review was held in December 2019. We had a total of 8 deficiencies; seven have been resolved and we are working with Federal Transit Administration to resolve the final one.

We do not have any anticipated organizational changes within our Department that would impact the implementation or continuance of this project.

Brevard County SYSTEM MAP

Effective 10/5/19

- Route 1 – Titusville/Viera
- Route 2 – Titusville
- Route 3 – Merritt Island
- Route 4 – 520 Connector
- Route 5 – Titusville/Mims
- Route 6 – Cocoa/Rockledge
- Route 7 – Rockledge/Viera
- Route 8 – West Cocoa
- Route 9 – Cape Canaveral/Cocoa Beach
- Route 20 – Heritage-West Melbourne
- Route 21 – Downtown Melbourne
- Route 22 – South Palm Bay
- Route 23 – West Palm Bay
- Route 24 – Melbourne/Eau Gallie
- Route 25 – Palm Bay Connector
- Route 26 – South Beach
- Route 27 – East Palm Bay
- Route 28 – North Melbourne
- Route 29 – Melbourne/Viera
- Route 33 – Eau Gallie Arts District

**space
coast**

AREA TRANSIT

401 S. Varr Avenue • Cocoa, FL 32922

Call the RideLine
321.633.1878

Get Connected
321Transit.com



Map 1
Space Coast Area Transit
Current System Map

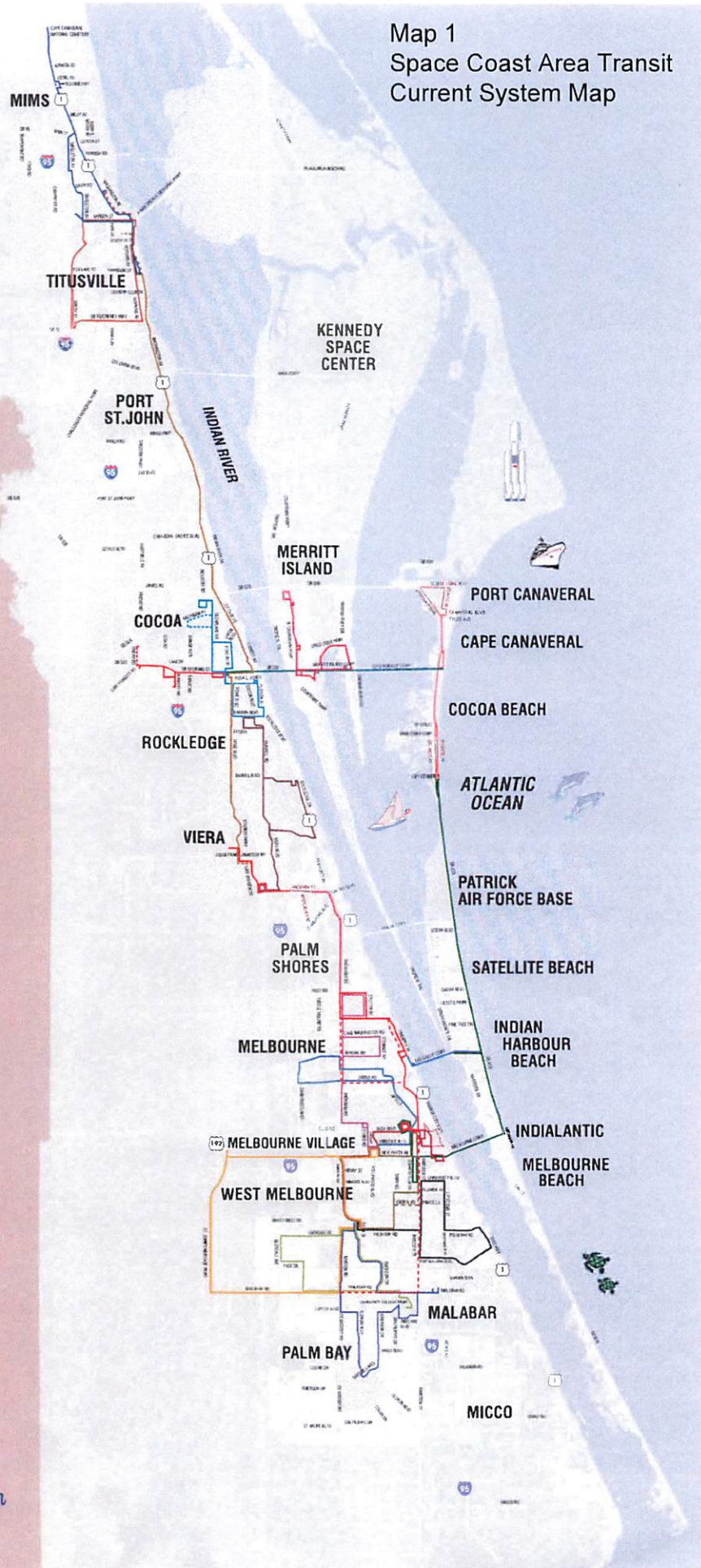


Chart 1
Brevard County Board of County Commissioners
Organizational Chart

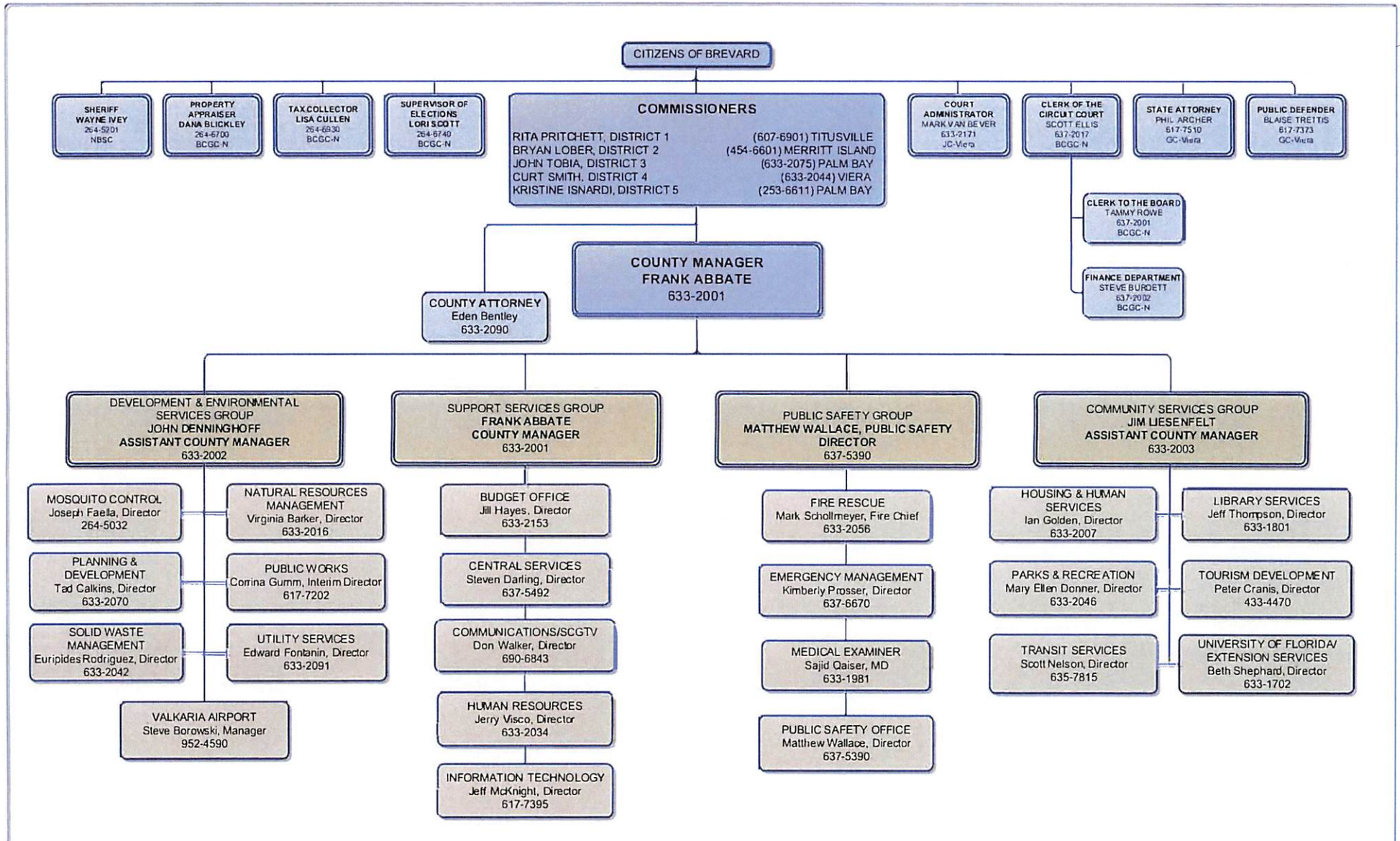
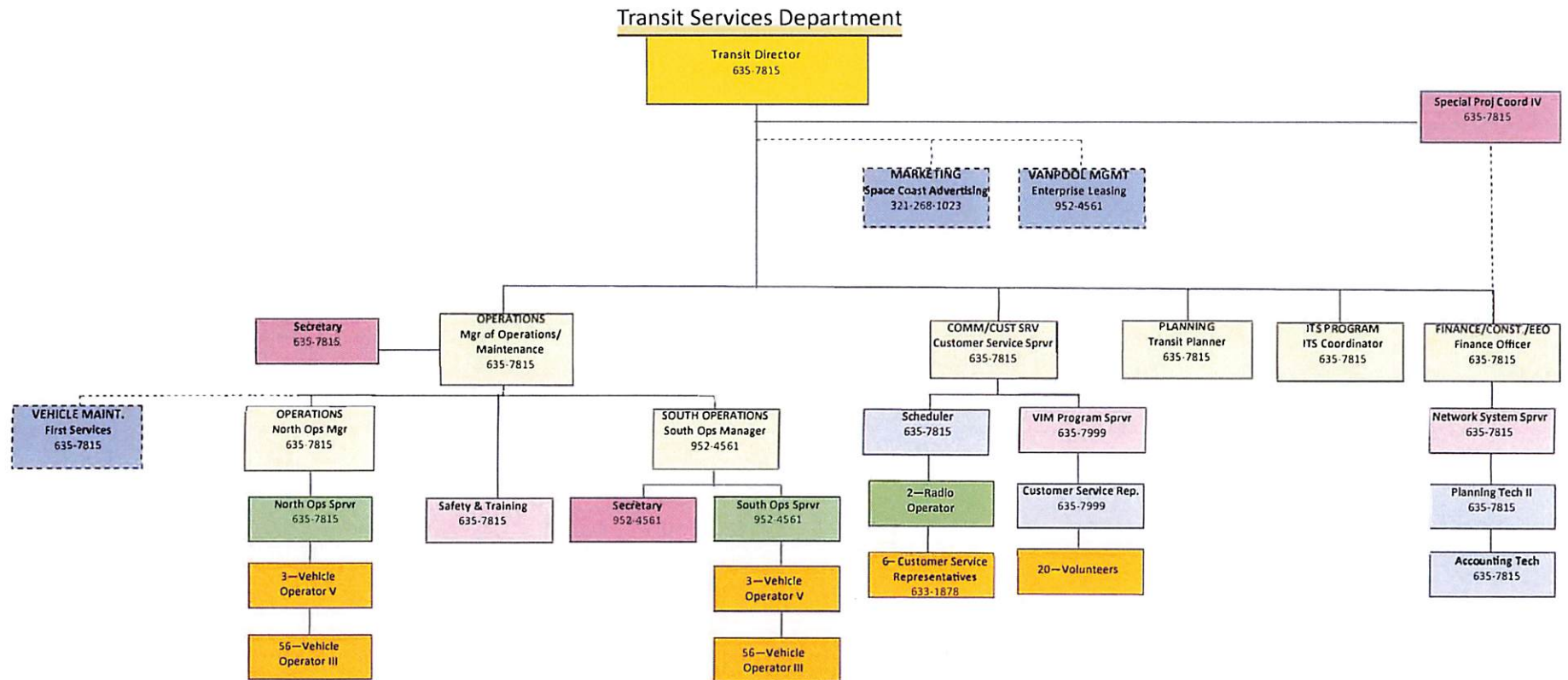


Chart 2
Space Coast Area Transit
Organizational Chart



Project Description

Provide a clear and concise description of the proposed project, focusing on the purpose/need and scope of activity.

Maximum Word Count: 500

Within Space Coast Area Transit's most recent Transit Development Plan (March 2019) Goals and Objectives; under our Analysis of Discrepancies, service alternatives were identified. Space Coast Area Transit would like to create three new routes within Brevard County to both reach communities within the County that are currently receiving none to below fixed route service and allowing one of our routes to go from two hour headways to one hour headways. Each route will be distributed through the Northern, Central and Southern zones of Brevard County, Map 2.

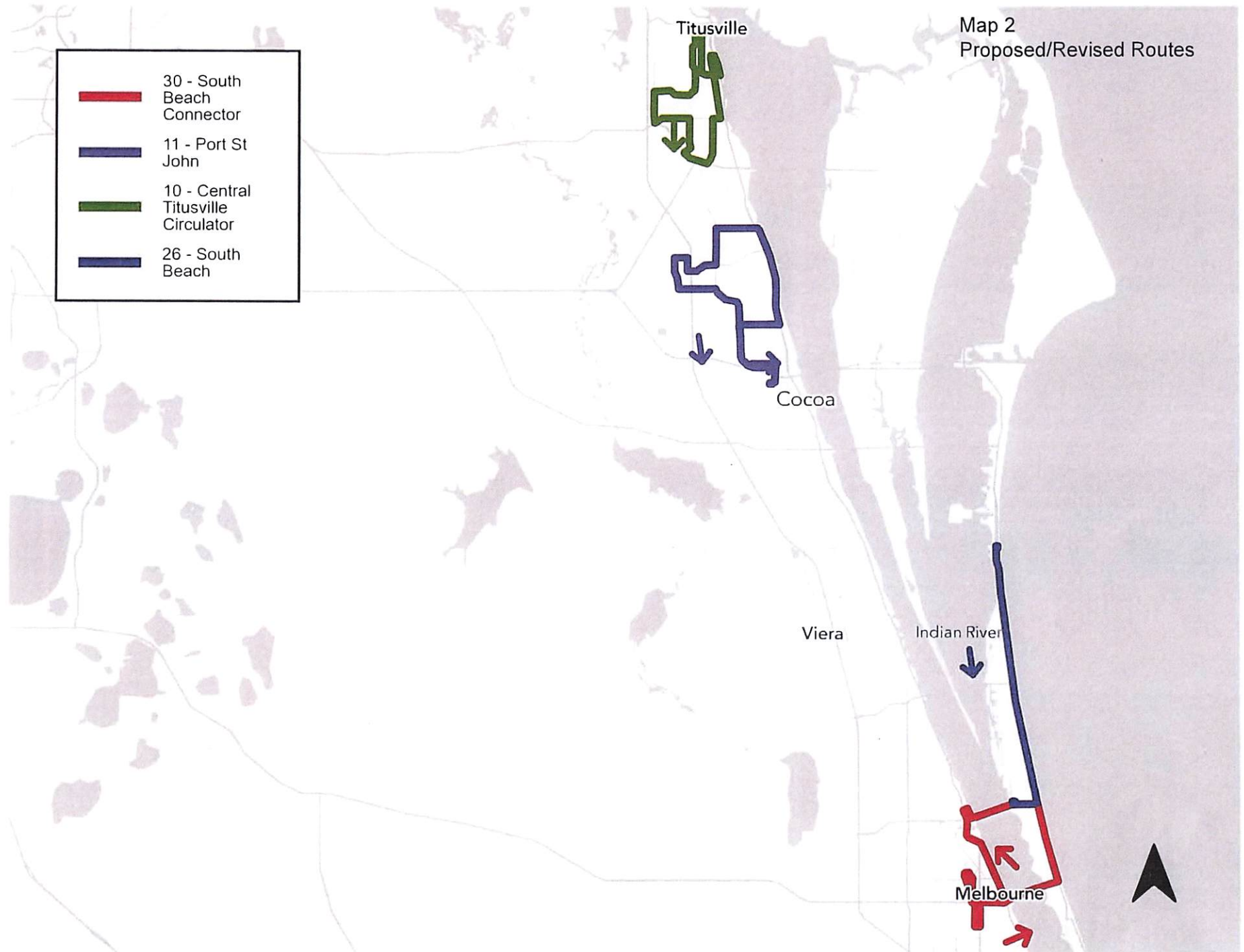
First proposed new route, Route 10, will service the Central Titusville area. Titusville is our largest city in the Northern part of our 71-mile long County. Titusville is currently serviced by Routes 1, 2, and 5. These routes only service the outer limits of the city and do not provide the residents an opportunity to board the bus within their housing communities. Route 10 will be a circulator route which will come right through the center of the city, reaching some of our more lower income housing developments and southern portions of the city that remain unserved. Route 10 will also connect to Route 1, 2, and 5, which will permit the residents to reach both more northern and southern adjoining cities.

Second proposed new route, Route 11, will service Port St. John area. This is the largest community in Brevard County that is unincorporated. Port St. John is only served by Route 1 on it's most eastern side along US Highway 1. This circulator route will take the residents far west of I-95 into the areas where shopping, parks, medical facilities and library are located. This Route will connect with existing Route 1 to the east and Route 6 to the South.

Third proposed new route, Route 30, will be a South Beach Connector route. This route will cover a section of U.S. Highway 1 in Melbourne that is currently not being served, along with taking over a portion of current Route 26. With Route 30 taking a portion of Route 26, this will allow us to restructure Route 26 and turn it from 2 hour headways to 1 hour headways. Route 30 will also have a stop at our South Terminal, 460 S. Harbor City Blvd, Melbourne, which currently does not get served by any of our routes. This will give the riders an opportunity to purchase bus passes, retrieve lost items and get reduced fare id cards, without walking a great distance or coming by other modes of transportation.

Map 2
Proposed/Revised Routes

- 30 - South Beach Connector
- 11 - Port St John
- 10 - Central Titusville Circulator
- 26 - South Beach



Project Type & Duration

Select the project type(s) that most accurately describe(s) the activity proposed in your application.

Project Type	Examples
<input type="checkbox"/> Technology	Alternative fuel vehicles; new or upgraded administration/management software; in/on-vehicle software systems; onboard safety systems; software application development/procurement or upgrade; mobile fare payment system development/procurement or upgrade
<input type="checkbox"/> New mode of service implementation	New service type implementation
<input checked="" type="checkbox"/> New route or service area implementation	Entirely new route implementation; implementation of existing service type in new area
<input type="checkbox"/> Improvement to/Expansion of existing service	Frequency increase, hours of service extension, route alignment extension, service area expansion
<input type="checkbox"/> Marketing	Campaign to promote transit service or initiative; public outreach and education campaigns; website functionality overhaul

Project Location

Describe the project location in a clear and concise manner. List potential trip generators and activity centers to be served. Include a color map as an attachment, if applicable. The map should be dated and contain all standard map elements and service information relevant to the proposed project, including:

- Relevant feature labels (e.g., roadways and municipal boundaries)
- Existing routes/services
- Proposed routes/services
- North arrow
- Scale bar
- Legend

Insert Attachments

Maximum Word Count: 150

New Route 10 - Central Titusville Circulator (Map 3 / Table 1)

Start: Titus Landing at Harrison St

Eastern Point - US1

Southern Point - Columbia Blvd (SR405)

Western Point - South Street

Northern Point - South Street

Trip Generators: Titus Landing, Publix, County Service Complex, DeLeon Redevelopment Corridor, New Senior Apartment Complex

New Route 11 - Port St. John (Map 4/ Table 2)

Start: Cocoa Commons / Publix

Eastern - US1

Southern - SR524

Western - Golf View Ave

Northern - Kings Highway

Generators: Publix's, County Jail, Work Release Center, Boardwalk Apartments

Trip New Route 30 - South Beach Connector / Revised Route 26 (Maps 5-7 / Tables 3-4)

Start: Melbourne/Orlando International Airport

Eastern - A1A Beachside

Southern - University Blvd

Western - Martin Luther King Jr. Blvd

Northern - Eau Gallie Blvd

Generators: Health Department, Airport, Florida Technology, Trinity Towers, Eau Gallie Art District and Melbourne Transit Terminal

Map 3
Proposed Route 10 Map
Central Titusville Circulator

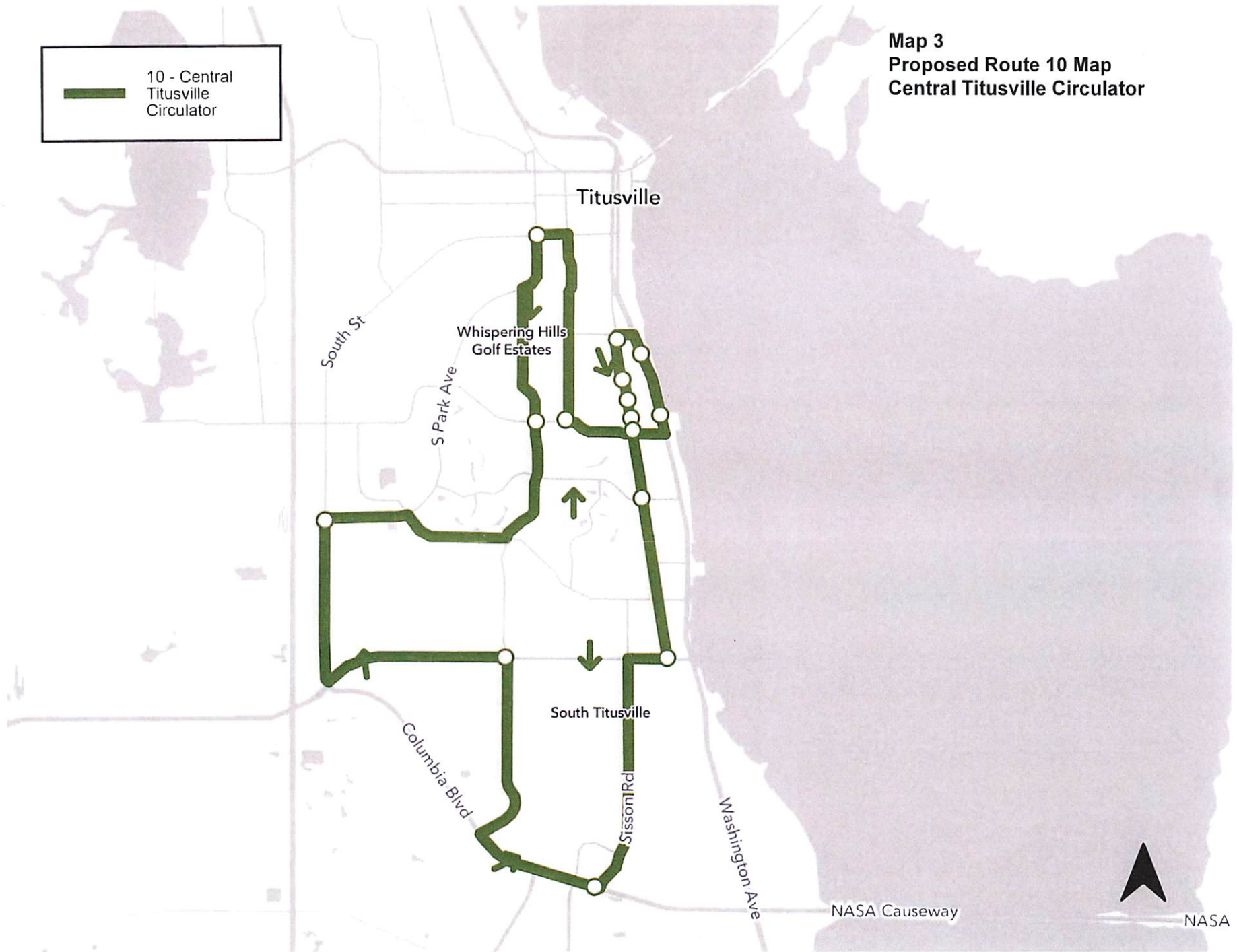
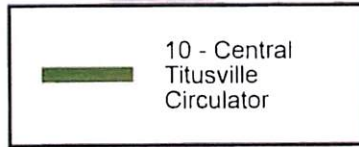


Table 1
Proposed Route 10 Time Table

10 - Central Titusville Circulator

Weekdays							
Outbound							
	Titus Landing	Hopkins & Cheney Hwy	SR 405 & Sisson Rd	Cheney Hwy & Barna Ave	Barna Ave & Harrison St.	South St & Park Ave	Titus Landing
A	7:00	7:11	7:18	7:26	7:41	7:48	7:55
A	8:00	8:11	8:18	8:26	8:41	8:48	8:55
A	9:00	9:11	9:18	9:26	9:41	9:48	9:55
A	10:00	10:11	10:18	10:26	10:41	10:48	10:55
A	11:00	11:11	11:18	11:26	11:41	11:48	11:55
A	12:00	12:11	12:18	12:26	12:41	12:48	12:55
A	13:00	13:11	13:18	13:26	13:41	13:48	13:55
A	14:00	14:11	14:18	14:26	14:41	14:48	14:55
A	15:00	15:11	15:18	15:26	15:41	15:48	15:55
A	16:00	16:11	16:18	16:26	16:41	16:48	16:55
A	17:00	17:11	17:18	17:26	17:41	17:48	17:55
A	18:00	18:11	18:18	18:26	18:41	18:48	18:55
A	19:00	19:11	19:18	19:26	19:41	19:48	19:55
Saturday							
Outbound							
	Titus Landing	Hopkins & Cheney Hwy	SR 405 & Sisson Rd	Cheney Hwy & Barna Ave	Barna Ave & Harrison St.	South St & Park Ave	Titus Landing
A	8:00	8:11	8:18	8:26	8:41	8:48	8:55
A	9:00	9:11	9:18	9:26	9:41	9:48	9:55
A	10:00	10:11	10:18	10:26	10:41	10:48	10:55
A	11:00	11:11	11:18	11:26	11:41	11:48	11:55
A	12:00	12:11	12:18	12:26	12:41	12:48	12:55
A	14:00	14:11	14:18	14:26	14:41	14:48	14:55
A	15:00	15:11	15:18	15:26	15:41	15:48	15:55
A	16:00	16:11	16:18	16:26	16:41	16:48	16:55
A	17:00	17:11	17:18	17:26	17:41	17:48	17:55

Map 4
Proposed Route 11 Map
Port St. John

11 - Port St
John

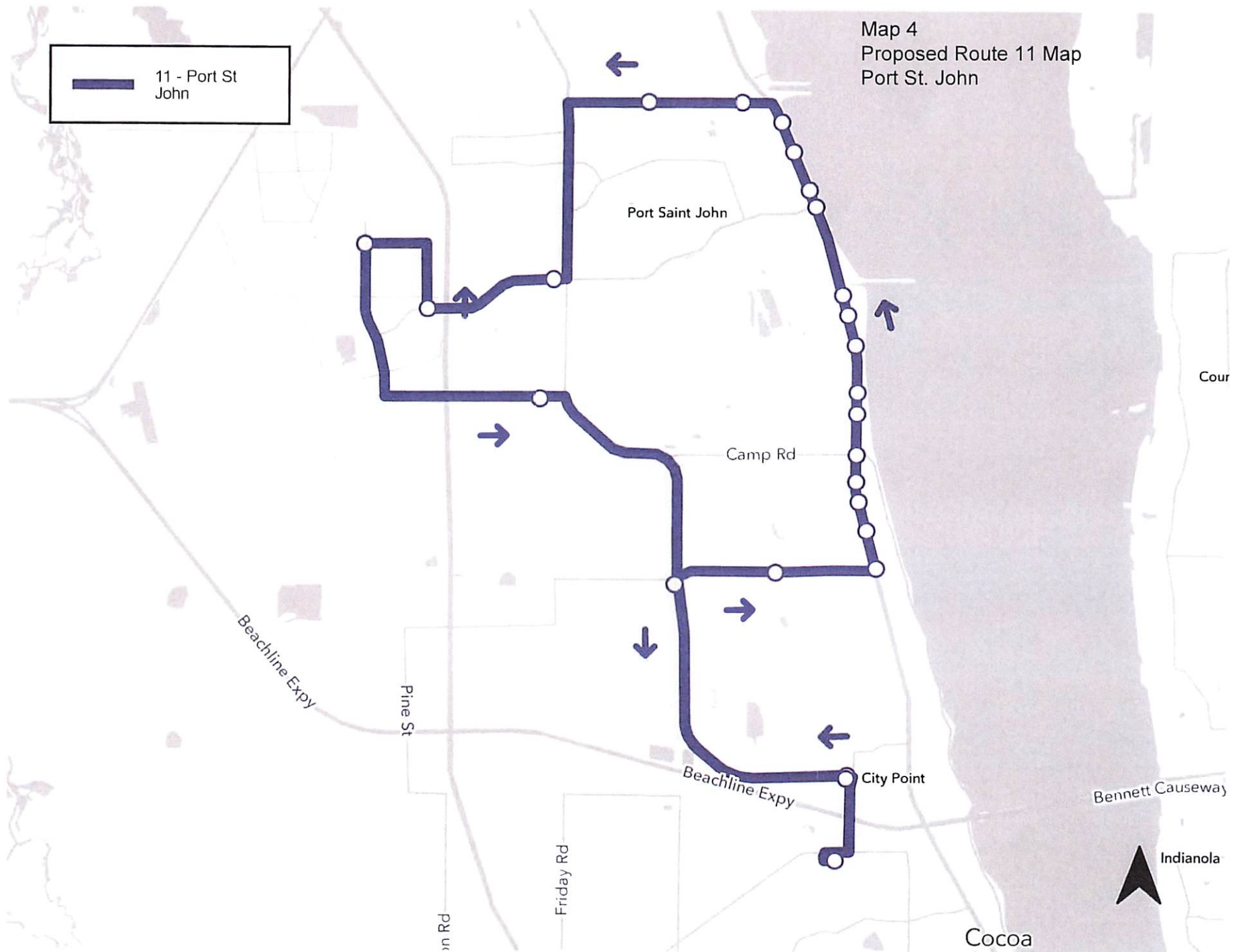
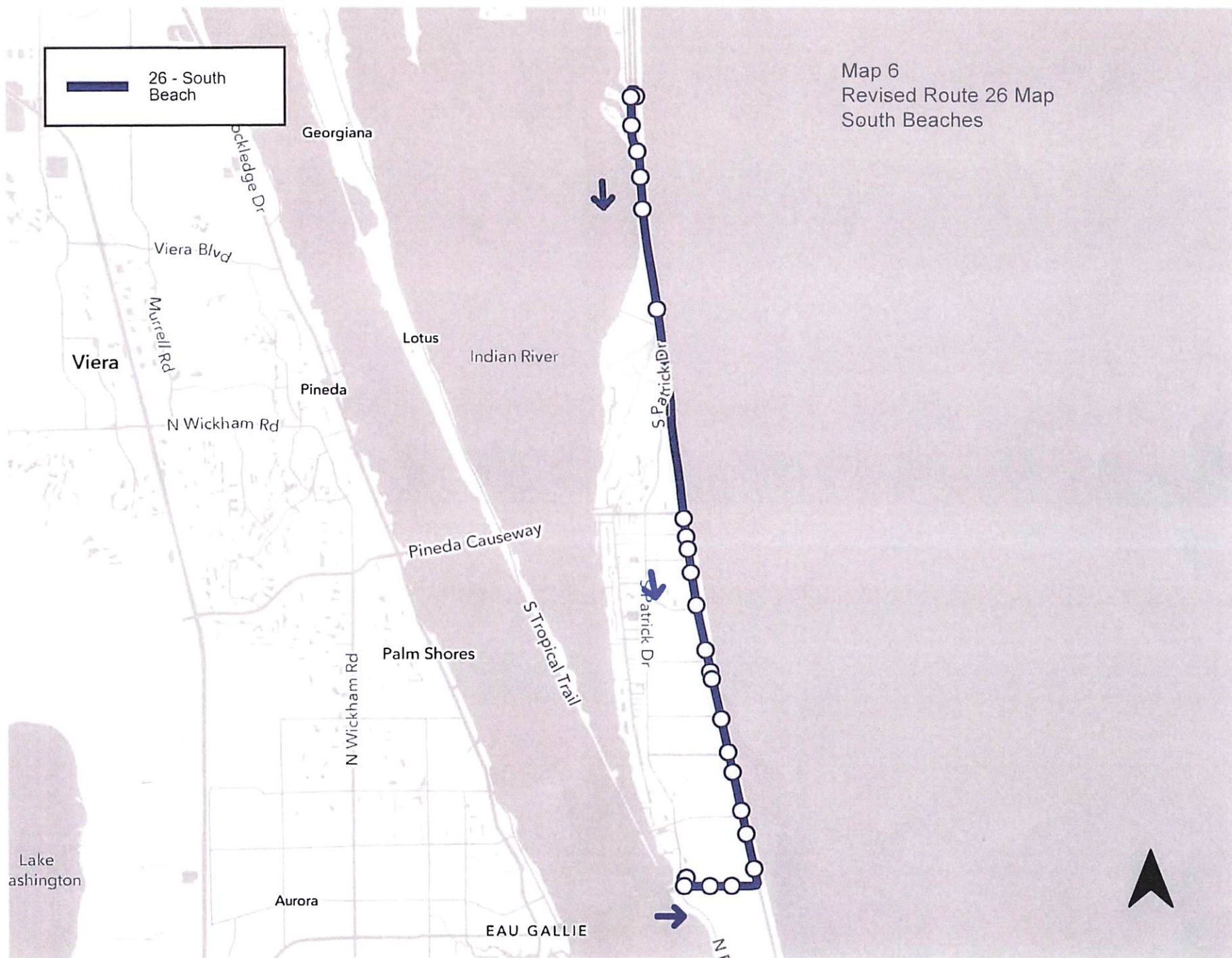


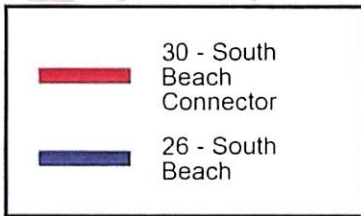
Table 2
Proposed Route 11 Time Table

11 - Port St John

Weekdays											utbour
Inbound											
Cocoa Commons II	Canaveral Groves & Hemp Way	N Cocoa Blvd/ Camp Rd (SE)	N Cocoa Blvd/ Fav Blvd NE	Kings Hwy & Batavia Ave.	Fay Blvd & Banks Ave.	Golfview Ave. & Corsica Blvd.	Parish Medical Plaza	Grissom Blvd & Canaveral Groves	Cocoa Commons II		
A	7:00	7:11	7:15	7:20	7:25	7:30	7:35	7:42	7:47	7:56	
A	8:00	8:11	8:15	8:20	8:25	8:30	8:35	8:42	8:47	8:56	
A	9:00	9:11	9:15	9:20	9:25	9:30	9:35	9:42	9:47	9:56	
A	10:00	10:11	10:15	10:20	10:25	10:30	10:35	10:42	10:47	10:56	
A	11:00	11:11	11:15	11:20	11:25	11:30	11:35	11:42	11:47	11:56	
A	12:00	12:11	12:15	12:20	12:25	12:30	12:35	12:42	12:47	12:56	
A	13:00	13:11	13:15	13:20	13:25	13:30	13:35	13:42	13:47	13:56	
A	14:00	14:11	14:15	14:20	14:25	14:30	14:35	14:42	14:47	14:56	
A	15:00	15:11	15:15	15:20	15:25	15:30	15:35	15:42	15:47	15:56	
A	16:00	16:11	16:15	16:20	16:25	16:30	16:35	16:42	16:47	16:56	
A	17:00	17:11	17:15	17:20	17:25	17:30	17:35	17:42	17:47	17:56	
A	18:00	18:11	18:15	18:20	18:25	18:30	18:35	18:42	18:47	18:56	
Saturday											
Inbound											
Cocoa Commons II	Canaveral Groves & Hemp Way	N Cocoa Blvd/ Camp Rd (SE)	N Cocoa Blvd/ Fav Blvd NE	Kings Hwy & Batavia Ave.	Fay Blvd & Banks Ave.	Golfview Ave. & Corsica Blvd.	Parish Medical Plaza	Grissom Blvd & Canaveral Groves	Cocoa Commons II		
A	8:00	8:11	8:15	8:20	8:25	8:30	8:35	8:42	8:47	8:56	
A	9:00	9:11	9:15	9:20	9:25	9:30	9:35	9:42	9:47	9:56	
A	10:00	10:11	10:15	10:20	10:25	10:30	10:35	10:42	10:47	10:56	
A	11:00	11:11	11:15	11:20	11:25	11:30	11:35	11:42	11:47	11:56	
A	12:00	12:11	12:15	12:20	12:25	12:30	12:35	12:42	12:47	12:56	
A	14:00	14:11	14:15	14:20	14:25	14:30	14:35	14:42	14:47	14:56	
A	15:00	15:11	15:15	15:20	15:25	15:30	15:35	15:42	15:47	15:56	
A	16:00	16:11	16:15	16:20	16:25	16:30	16:35	16:42	16:47	16:56	
A	17:00	17:11	17:15	17:20	17:25	17:30	17:35	17:42	17:47	17:56	



Map 7
Proposed Route 30 and Revised Route 26 Map
South Beach Connector/South Beaches



Viera

Indian River

West Melbourne



Table 3
Proposed Route 30 Time Table

30 - South Beach Connector

Weekdays											
Counter clock loop											
	Melbourne Airport Stop	University Blvd @ Clemente	New Haven @ CVS	E. New Haven @ Trinity Tower	A1A & Nance Park	N Highway A1A @ Howard Futch	Indian Harbour Place @ Publix	Aurora Rd/ Highland Ave N	N Harbor City Blvd/ Babcock St	Dr. M.L. King Jr. Blvd @	Melbourne Airport Stop
A	7:00	7:10	7:12	7:15	7:20	7:25	7:29	7:37	7:40	7:53	7:55
A	8:00	8:10	8:12	8:15	8:20	8:25	8:29	8:37	8:40	8:53	8:55
A	9:00	9:10	9:12	9:15	9:20	9:25	9:29	9:37	9:40	9:53	9:55
A	10:00	10:10	10:12	10:15	10:20	10:25	10:29	10:37	10:40	10:53	10:55
A	11:00	11:10	11:12	11:15	11:20	11:25	11:29	11:37	11:40	11:53	11:55
A	12:00	12:10	12:12	12:15	12:20	12:25	12:29	12:37	12:40	12:53	12:55
A	13:00	13:10	13:12	13:15	13:20	13:25	13:29	13:37	13:40	13:53	13:55
A	14:00	14:10	14:12	14:15	14:20	14:25	14:29	14:37	14:40	14:53	14:55
A	15:00	15:10	15:12	15:15	15:20	15:25	15:29	15:37	15:40	15:53	15:55
A	16:00	16:10	16:12	16:15	16:20	16:25	16:29	16:37	16:40	16:53	16:55
A	17:00	17:10	17:12	17:15	17:20	17:25	17:29	17:37	17:40	17:53	17:55
A	18:00	18:10	18:12	18:15	18:20	18:25	18:29	18:37	18:40	18:53	18:55
A	19:00	19:10	19:12	19:15	19:20	19:25	19:29	19:37	19:40	19:53	19:55
Saturday											
Counter clock loop											
	Melbourne Airport Stop	University Blvd @ Clemente	New Haven @ CVS	E. New Haven @ Trinity Tower	A1A & Nance Park	N Highway A1A @ Howard Futch	Indian Harbour Place @ Publix	Aurora Rd/ Highland Ave N	N Harbor City Blvd/ Babcock St	Dr. M.L. King Jr. Blvd @	Melbourne Airport Stop
A	8:00	8:10	8:12	8:15	8:20	8:25	8:29	8:37	8:40	8:53	8:55
A	9:00	9:10	9:12	9:15	9:20	9:25	9:29	9:37	9:40	9:53	9:55
A	10:00	10:10	10:12	10:15	10:20	10:25	10:29	10:37	10:40	10:53	10:55
A	11:00	11:10	11:12	11:15	11:20	11:25	11:29	11:37	11:40	11:53	11:55
A	13:00	13:10	13:12	13:15	13:20	13:25	13:29	13:37	13:40	13:53	13:55
A	14:00	14:10	14:12	14:15	14:20	14:25	14:29	14:37	14:40	14:53	14:55
A	15:00	15:10	15:12	15:15	15:20	15:25	15:29	15:37	15:40	15:53	15:55
A	16:00	16:10	16:12	16:15	16:20	16:25	16:29	16:37	16:40	16:53	16:55
A	17:00	17:10	17:12	17:15	17:20	17:25	17:29	17:37	17:40	17:53	17:55

Table 4
Revised Route 26 Time Table

26 - South Beach

Weekdays											
Northbound						Southbound					
Indian Harbour Place @ Publix	Eau Gallie Blvd @ Canova Beach	N Highway A1A/ Desoto Pkwy (NE)	S Atlantic Ave @ Pafb Maingate	S Atlantic Ave/ 13th St (NE)		S Atlantic Ave/ 13th St (NE)	S Atlantic Ave @ PAFB Main Gate	N Highway A1A @ Beachside Apts	N Highway A1A/ Desoto Pkwy	Indian Harbour Place @ Publix	
A	7:30	7:33	7:39	7:50	7:56	A	8:00	8:07	8:13	8:22	8:28
A	8:30	8:33	8:39	8:50	8:56	A	9:00	9:07	9:13	9:22	9:28
A	9:30	9:33	9:39	9:50	9:56	A	10:00	10:07	10:13	10:22	10:28
A	10:30	10:33	10:39	10:50	10:56	A	11:00	11:07	11:13	11:22	11:28
A	11:30	11:33	11:39	11:50	11:56	A	12:00	12:07	12:13	12:22	12:28
A	12:30	12:33	12:39	12:50	12:56	A	13:00	13:07	13:13	13:22	13:28
A	13:30	13:33	13:39	13:50	13:56	A	14:00	14:07	14:13	14:22	14:28
A	14:30	14:33	14:39	14:50	14:56	A	15:00	15:07	15:13	15:22	15:28
A	15:30	15:33	15:39	15:50	15:56	A	16:00	16:07	16:13	16:22	16:28
A	16:30	16:33	16:39	16:50	16:56	A	17:00	17:07	17:13	17:22	17:28
A	17:30	17:33	17:39	17:50	17:56	A	18:00	18:07	18:13	18:22	18:28
A	18:30	18:33	18:39	18:50	18:56	A	19:00	19:07	19:13	19:22	19:28
Saturday											
Northbound						Southbound					
Indian Harbour Place @ Publix	Eau Gallie Blvd @ Canova Beach	N Highway A1A/ Desoto Pkwy (NE)	S Atlantic Ave @ Pafb Maingate	S Atlantic Ave/ 13th St (NE)		S Atlantic Ave/ 13th St (NE)	S Atlantic Ave @ PAFB Main Gate	N Highway A1A @ Beachside Apts	N Highway A1A/ Desoto Pkwy	Indian Harbour Place @ Publix	
A	8:30	8:33	8:39	8:50	8:56	A	9:00	9:07	9:13	9:22	9:28
A	9:30	9:33	9:39	9:50	9:56	A	10:00	10:07	10:13	10:22	10:28
A	10:30	10:33	10:39	10:50	10:56	A	11:00	11:07	11:13	11:22	11:28
A	11:30	11:33	11:39	11:50	11:56	A	12:00	12:07	12:13	12:22	12:28
A	13:30	13:33	13:39	13:50	13:56	A	14:00	14:07	14:13	14:22	14:28
A	14:30	14:33	14:39	14:50	14:56	A	15:00	15:07	15:13	15:22	15:28
A	15:30	15:33	15:39	15:50	15:56	A	16:00	16:07	16:13	16:22	16:28

Goals, Objectives, Performance Measures, & Targets

Clearly describe the project's goals, objectives, performance measures, and targets. These should generally align with the goals defined in the TDP that include the project but may be more specific to align with the proposed project details.

Supporting documentation may be included as attachments.

[Insert Attachments](#)

Element	Goal #1	Goal #2	Goal #3	Goal #4
Goal	Respond to requests to provide transportation to areas throughout Brevard County that are either not served or under-served.	Provide better connectivity with existing routes in all directions, allowing a greater number of residents the freedom to move throughout the entire County.	Provide access to shopping and restaurants and connection with Route 6 and 1 to provide transportation opportunities to the residents.	Increase ridership with hourly service, more frequent service and provide service to Space Coast Area Transit's South Terminal in Melbourne.
Objective	To partner with municipalities, agencies and organization to provide better mobility options for the citizens of Brevard.	To establish routes within the County that are either not served or under-served and connect to our existing system.	To provide bus service to the residential areas of Port. St. John.	To reduce the headways on Route 26 and provide an additional connection from the mainland to beach side.
Performance Measure	Increase in service coverage and frequency of transit service.	Service effectiveness.	Community and Economic Impact	Total Monthly Ridership
Target	To ensure service design and delivered reflects and meets the needs of customers and services are available to all passengers. Provide access to transit service within 10th mile of major corridor roadways to previously unserved areas within Brevard.	95% on time performance, 0% of schedule trips missed and 0% of missed scheduled departures.	Improvement to quality of life with access to shopping, employment, medical appointments and local schools along with connectivity to existing transit services.	To maintain existing level of passenger trips per hour and increase in overall passenger trips.
Data Source	TDP and Community requests for service	Internal performance goals	TDP	Internal performance goals.

ROUTE 10 CENTRAL TITUSVILLE

Currently Route 2 Titusville is a loop route that operates as a beltway around the perimeter of the city. We have had numerous requests over the years to service central Titusville and more residential areas. The Deleon Ave. corridor has been a depressed area. Many businesses in Titusville were hard hit when the Space Shuttle program ended.

Now Kennedy Space Center has seen a resurgence. The City has diversified and is a destination for the cross Florida trail, and ecotourism. The City, developers, and activists have worked hard to bring new developments and building to Titusville.

Objective: We want to partner with them to provide better public transportation in central Titusville.

Goal: To respond to requests to provide better mobility to citizens in the Deleon Ave. corridor, especially minorities, to enhance their lives and give them access to more economic opportunities.

Goal: To respond to request to provide transportation to residents of a large new senior apartment complex on Deleon Ave. and Harrison St.

Goal: To provide access to the Brevard County Service Complex in the north-central part of the City.

Goal: To provide better access to grocery shopping with a bus stop at Publix.

Goal: To provide better connectivity in all directions by meeting three other buses at Titus Landing Transfer Center on Hopkins Ave.

Goal: To provide better bus service on the Hopkins Ave. corridor by running southbound (the opposite direction of Rt. 2).

ROUTE 11 PORT ST. JOHN

The only bus service we have in the unincorporated town of Port St. John, between Cocoa and Titusville, is provided by Route 1 on US 1. There is no bus service to the residential areas of Port St. John, population of 12,267 (2010 Census). One of our advocates has labelled Port St. John a "transit desert."

Objective: To provide bus service to the residential areas of Port St. John.

Objective: To provide the town with its own bus route, not just a connector passing through their community.

Goal: To provide access to shopping and restaurants, including two Publix stores, Winn Dixie, Walgreen's, Burger King, etc.

Goal: The County Jail complex and Work Release Center is located on Camp Road, one mile west of US 1. Every weekday work release inmates walk on Camp Rd., a rural road with no sidewalks, to catch the Rt. 1 bus and back again at the end of the day. Rt. 11 will provide them bus service and enhance safety for the pedestrians along the road.

Goal: The route will connect with Route 6 at Cocoa Commons Publix. Rt. 6 has three buses at peak, running every 20 minutes, and goes to Cocoa Transit Center. The Transit Center is our busiest transfer center in the county, with nine buses an hour arriving and departing in all four directions. So the residents of Port St. John will have access to transportation opportunities across the whole county.

ROUTE 30 SOUTH BEACH CONNECTOR

Route 26 is a two hour long route that connects Melbourne International Airport with Hwy. A1A on the barrier island and South Beaches. It connects with Route 9 in Cocoa Beach. Prior to 2009 there were two buses on Rt. 26, so it ran hourly. Since then there is only one bus, so frequency is every two hours. Rt. 26 has always been one of the lower ridership routes for Space Coast Area Transit. We plan to purchase a trolley to replace the standard 35' transit bus on Rt. 26, which we expect will increase ridership on the route.

Objective: To separate the Mainland connector portion of current Rt. 26 from the Beach portion. To keep Rt. 26 on the Beach, Hwy. A1A. The new Route 30 will connect the Mainland to the Beach, starting at Melbourne International Airport, and going to Hwy. A1A and E. Eau Gallie Blvd.

Goal: To provide hourly service from Melbourne Airport to the Cocoa Beach connection with Rt. 9.

Goal: To increase ridership with hourly service.

Goal: To provide college students from FIT, and other riders, a frequent connection to beach parks and recreation there.

Goal: To provide hospitality workers more frequent service from the mainland to beachside hotels.

Goal: To provide a second, frequent and viable north-south transit connection in Brevard County, besides the Rt. 1-29 hourly connection in Viera.

Goal: To provide increased service that has been requested to the Eau Gallie Arts District.

Goal: To provide bus service to Space Coast Area Transit South Terminal in Melbourne.

Stakeholder Involvement

Identify all stakeholder support for this project and communicate the nature and extent of that support. Include any supporting documentation as attachments and reference where relevant. Include internal agency stakeholders, describing internal coordination and participation (e.g., proposal kick-off meeting participation, data contribution, etc.).

Supporting documentation may be included as attachments.

Insert Attachments

	Stakeholder #1	Stakeholder #2	Stakeholder #3	Stakeholder #4
Stakeholder	Brevard County Board of County Commissioners			
Relationship to Project	Governing Board			
Evidence of Commitment	Board Resolution			
Funding Commitment	50% Local Match			
General Comments				



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

February 21, 2020

MEMORANDUM

TO: Scott Nelson, Transit Services Director

RE: Board Direction to Apply for Grants Concerning Route Expansions

The Board of County Commissioners, in special session on February 20, 2020, directed staff to prepare the grant applications to accommodate the Central Titusville, South Beach Connector, and Port St. John Routes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cw

cc: Assistant County Manager Liesenfelt

Supporting Plans

Include a reference to the corresponding page number or location of this project within the adopted Transit Development Plan (TDP) or Transportation Disadvantaged Service Plan (TDSP). If coordination is incomplete at the time of application submittal, include a letter from the representative at the local transit agency outlining the transit agency's commitment to include the project in the next TDP update (annual or major). [Insert Attachments](#)

If the project is supported by a local plan other than a TDP or TDSP (e.g., comprehensive plan, congestion management plan, etc.), cite the plan name, adopting body, adoption date, and relevant page number(s) on which support for the project is reflected.

Maximum Word Count: 150

As reported in our Transit Development Plan, Major Update FY 2018-2027, Service Improvements, the new proposed Route 11 in Port St. John is identified as New Service Expansions, Flex Service on Page 114 (attached).

Route 30 and revised Route 26 was also included in the Transit Development Plan, Major Update FY 2018-2027, Improvement to Existing Routes on Page 113 (attached).

The proposed Route 10 for the Central Titusville Circulator, will be included in the FY2020 Transit Development Plan Annual Progress Report.

Benefit to Other Systems

Discuss any potential benefits to other transit or transportation systems that may result from this project. You can use the below questions to guide your response.

- Can other agencies replicate or learn from some unique or innovative aspect of the project? If so, how?
- How will the successes or failures of this project be shared with other agencies? Be specific: which industry organizations and networks will be leveraged?
- Is there a regional component to the project?
 - Does it enable or improve intermodal and/or interagency connectivity?
 - If the proposal includes a request for more than 50% state participation, include a narrative on the statewide implications for the proposed project.

Maximum Word Count: 250

- **Palm Bay-Barefoot Bay-Sebastian via US 1** – This 40 mile roundtrip route would begin service at the Publix Super Market at Bayside Lakes Plaza with connection to Route 21, and would provide stops along Cogan Dr., Babcock St., Micco Rd., and Barefoot Bay Blvd with continuing service along US 1. The majority of the population residing in Barefoot Bay is 65 and over, and currently do not have access to transit. Because of route length, the headway is estimated to be 120-minutes.

Circulator Service

- **Palm Bay-Malabar** – Provide service from the Walmart Supercenter on Palm Bay Rd to the Walmart Supercenter on Malabar Rd with stops along Port Malabar Blvd., and Babcock St. Frequency for this service will be 30-minutes weekdays and 60-minutes weekends, and would connect to existing Routes 21, 22, 23, 25, and 27.
- **Malabar-Degroodt-Bayside Lakes Plaza** – Provide service from the Walmart Supercenter on Malabar Rd to the Publix Super Market at Bayside Lakes Plaza via Jupiter Blvd. This service would provide connection to Routes 22 and 23 with 30-minute frequency weekdays and 60-minutes weekends.
- **Malabar-San Filippo-Bayside Lakes Plaza** – Provide service from the Walmart Supercenter on Malabar Rd to Publix Super Market at Bayside Lakes Plaza via San Filippo Dr. Service for this route would be seven days a week with a 30-minute frequency weekdays and 60-minutes weekends, and connections to Routes 22 and 23.
- **Minton-St. John's Heritage Parkway** – Space Coast Area Transit has been approached over the past few years by the Brevard County School, City of West Melbourne and the City of Palm Bay to provide bus service west of Minton Blvd, specifically Heritage High School on Malabar Rd. Service would begin at Hammock Landing and would serve the area west of Minton Blvd south of SR 192 and provide service along the newly constructed St. John's Heritage Parkway. The St. John's Heritage Parkway is a 5 mile arterial roadway extending from Palm Bay city limits north to Ellis Rd. The service frequency for this fourth Palm Bay route would be 30-minutes weekday, and 60-minutes on Saturday. This route would connect to existing Routes 23, 25, and 27.

Flex Service

This proposed service is designed in rural areas and would provide connections to existing transit service. The noted service is proposed as a deviated fixed-route service with a maximum number of deviations per round trip. Each deviation will be limited to a maximum of $\frac{3}{4}$ mile distance away from the trunk line. Route deviation is a hybrid public transportation service with features of a fixed-route, fixed-schedule transit service and demand responsive and, therefore, meets all requirements for complementary paratransit service required by ADA; no separate complementary ADA paratransit service is required. The service frequencies for this service will be 30-minutes weekdays and 60-minutes weekends.

- **Port St. John** – Providing service along Grissom Pkwy., Kings Hwy., US 1, and Fay Blvd with connection to Route 1 via US 1.
- **Citrus Blvd-Canaveral Grooves-Cocoa** - This route would provide connection to existing Route 6 at Cocoa Commons, and provide service along Grissom Pkwy and Industry Rd.

The proposed service improvements represent enhancements and additions to existing services that may be implemented based on demand and fiscal capacity. In addition to the service improvements identified, Space Coast Area Transit will continue to seek opportunities to enhance transit services in particular travel corridors consistent with strategic transportation plan. As funding opportunities arise, the potential for converting key routes into Bus Rapid Transit services will be examined.

- *Saturday Service – maximum headway of at least every 60-minutes or less; exceptions are Route 4 and Route 26; and*
- *Weekday Service - maximum headway of at least every 30-minutes or less; exceptions are Route 1 and Route 26*
- **Extend service on all existing routes** - From the various activities during the public involvement process, a need for adding later service for students who take later classes and for workers with non-traditional schedules was identified as a priority. To address this need, service on all regular routes (with the exception of Routes 4, 9, and 26) could be standardized and provide service from 5:30 AM to 10:30 PM on weekdays, from 6:00 AM to 10:00 PM on Saturdays, and from 8:00 AM to 8:00 PM on Sundays.
- **Implement Sunday Service on all routes** - Currently Routes 4, 9, and 21 provide service on Sunday with service ending no later than 6 PM. Sunday service could be implemented on all routes with service from 8 AM to 8 PM, and could be provided at 60-minute headways.
- **Route 26** – the route 26 is very long (47 miles round trip) and poses operational challenges. Our recommendation is for Space Coast Area Transit to consider splitting the Route 26 into two routes. One would serve the western portion of the Route 26, from Airport/NASA Boulevard, to the Publix at Indian Harbour Shopping Center on E. Eau Gallie Boulevard. This segment of the route would be 23 miles round trip and currently is scheduled to run a 65-minute cycle time. The second route would operate from the Indian Harbour Shopping Center north along A1A to 13th Street, a round trip distance of 24 miles and a current operating cycle time of 52 minutes. The running times on these routes may be adjusted because of the reduced risk of delays associated with the long combined routing. These changes at 60-minute existing headways would require two vehicles. Operating at a 30-minute headway, these routes would require 4 vehicles. Given the extra running time on the north leg of the proposed Route 26 change, this route may be made to overlap, supplement, or interline with the Route 9.
- **Route 33** – the route 33 is not proposed to change at this time. This service operates as a Flagdown service due to the unique characteristics of the service area.

New Service Expansions

Based on the transit demand assessment, and the public involvement activities, recommendations are proposed for new services. Map 9-1, at the end of this section, presents the existing fixed route transit network plus the service concepts alternatives proposed. The following new services are designed to capture emerging and underserved transit markets, and provide connectivity throughout Brevard County:

New Fixed-Routes

Input from the public involvement process and the 2040 LRTP indicated a need to provide service to Barefoot Bay and Sebastian. These new services would travel along US 1 and into Indian River County with service ending at the Walmart Supercenter on US 1 in Sebastian, and operate 7 days a week with a 120 minute headway.

- **Melbourne-Sebastian via US 1** - Service for this route would begin at the Melbourne Shopping and would provide stops along US 1, and will also connect to existing routes 21, 26, and 27. Total roundtrip distance for this service is 50 miles. Because of route length, the headway is estimated to be 120-minutes.


The project is to provide regional connectivity through Brevard County. Brevard County is 71 miles in length and for some residents it is impossible for them to go from the North end of the County to the South end of the County or vice versa. This project will give the citizens of Brevard an opportunity travel from Mims to Malabar along our bus system.

At the end of the two year project time line, Space Coast Area Transit, will provide a final report on the successes and, if any, failures of the project. What we will continue, any modifications that need to be made and what will be discontinued from the project. Any causes or effects that lead us to these decisions.

Project Budget

Include an itemized justification for all project costs. Depending on the project type, complete either the capital budget or the operating budget for each year of the project is expected to receive funding.

Capital Budget Template

2022 

Category	Detail	State Share	Local Share	Federal Share	Totals
Land Acquisition					
Planning					
Environmental/Design/Construction					
Capital Equipment					
Totals					

2022 

Category	Detail	State Share	Local Share	Federal Share	Totals
Land Acquisition					
Planning					
Environmental/Design/Construction					
Capital Equipment					
Totals					

2022 

Category	Detail	State Share	Local Share	Federal Share	Totals
Land Acquisition					
Planning					
Environmental/Design/Construction					
Capital Equipment					
Totals					

Operating Budget Template

2022 2021

Category	Detail	State Share	Local Share	Federal Share	Totals
Salaries	6 Vehicle Operators, 1 Floater	128,011.52	128,011.52	64,005.76	\$320,028.80
Fringe Benefits	6 Vehicle Operators, 1 Floater	78,449.28	78,449.28	39,224.64	\$196,123.20
Contractual Services	Preventative Maintenance/Vehicle Repair	92,351.17	92,351.17	46,175.58	\$230,877.92
Travel					
Other Direct Costs	Fuel	39,326.98	39,326.98	19,663.49	\$98,317.44
Indirect Costs					
Project-Generated Revenue		29,351.18	29,351.18	14,675.60	\$73,377.96
Totals		\$308,730.75	\$308,730.75	\$154,365.37	\$845,396.87

2022 2022

Category	Detail	State Share	Local Share	Federal Share	Totals
Salaries	6 Vehicle Operators, 1 Floater	128,011.52	128,011.52	64,005.76	\$320,028.80
Fringe Benefits	6 Vehicle Operators, 1 Floater	78,449.28	78,449.28	39,224.64	\$196,123.20
Contractual Services	Preventative Maintenance / Vehicle Repair	92,351.17	92,351.17	46,175.58	\$230,877.92
Travel					
Other Direct Costs	Fuel	39,326.98	39,326.98	19,663.49	\$98,317.44
Indirect Costs					
Project-Generated Revenue		29,351.18	29,351.18	14,675.60	\$73,377.96
Totals		\$308,730.75	\$308,730.75	\$154,365.37	\$845,396.87

2022

Category	Detail	State Share	Local Share	Federal Share	Totals
Salaries					
Fringe Benefits					
Contractual Services					
Travel					
Other Direct Costs					
Indirect Costs					
Project-Generated Revenue					
Totals					

Funding Source Detail

Provide detail on the source of each funding component included in the project budget. Note any funding limitations or contingencies.

Example:

Type	Source	Status	Amount
Federal, State, or Local	Identify funding entity/sponsor and grant program, if applicable.	E.g., application submitted, award pending execution, award executed/obligated, contingent upon Service Development award approval, etc.	\$

Type	Source	Status	Amount
State	Service Development Grant	Application in progress	\$ 617,596.34
Local	General Funds	Contingent upon Service Development Award Approval	\$ 617,596.34
Federal	Operating Assistance	Application in progress	\$ 308,797.74

Certification of Local Funding Commitment

Attach the agency board resolution certifying the commitment of matching funds or a letter of commitment from the Chief Financial Officer (CFO) from the entity that is providing the 50% matching funds at the time of application submittal. In addition, ensure that funding partner(s) provide language in the letter highlighting a commitment to funding the project if the project is deemed a success.

Supporting documentation should be included as attachments.

Insert Attachments

RESOLUTION NO. 20-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, ON BEHALF OF SPACE COAST AREA TRANSIT, IN SUPPORT OF ADDITIONAL FIXED ROUTE BUS SERVICE IN CENTRAL TITUSVILLE, PORT ST. JOHN AND A CONNECTOR ROUTE TO SOUTH BEACHES.

WHEREAS, many residents of Brevard County use Space Coast Area Transit services; and

WHEREAS, daily commutes in Brevard County by residents using personal motor vehicles contribute to the congestion of an already overburdened roadway system; and

WHEREAS, Space Coast Area Transit is considering the possibility of developing additional fixed route services in Central Titusville, Port St. John, and a connector route to the south beaches; and

WHEREAS, the Brevard County Board of County Commissioners, contingent upon revenue availability, supports provision of local funds to match the Florida Department of Transportation Public Transit Service Development Program Grant funds awarded to provide service on Space Coast Area Transit Bus routes for Fiscal Year 2021, 2022 and 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, THAT:

1. The Brevard County Board of County Commissioners supports the Space Coast Area Transit bus service in Brevard County and urges Space Coast Area Transit to pursue said service.
2. This resolution shall take effect immediately upon its final adoption by the Brevard County Board of County Commissioners.

DULY PASSED AND ADOPTED THIS 21st DAY OF APRIL, 2021.

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

Scott Ellis, Clerk

BY _____
BRYAN LOBER, CHAIR

AS APPROVED BY THE BOARD ON APRIL 21, 2021

Financial Responsibilities

If an agency other than the agency applying for this grant will be responsible for any financial responsibilities, please provide their information and what role/task they will be responsible for. Please summarize how the specific task will be administered.

Maximum Word Count: 250

Not applicable.

Financial Analysis

Attach a Benefit-Cost, Fiscal Impact, or Economic Impact Analysis for the proposed project.

Insert Attachments

Optional: District Five has developed an Excel-based tool (TransValU) to conduct financial analyses for transportation projects. The tool and its associated guidebook can be accessed at CFGIS.org.

Describe the results of the analysis for the proposed project. You may use some or all of the below questions to guide your response.

- How many years will it take for your agency to make a return on its investment (if applicable)?
- How does the analysis for this project compare to potential alternatives?
- If benefits will not payback until after the funding period, how does your agency anticipate covering the cost of the project after the funding period ends?

Maximum Word Count: 250

Attached is the draft Benefit-Cost Analysis as required by the Florida Department of Transportation. The current ratio is 8.68%. Therefore, the project will not result in financial returns to Space Coast Area Transit.

As a new program requirement by the Florida Department of Transportation. Space Coast Area Transit will work with the FDOT staff to ensure that the Benefit-Cost Analysis is completed properly.

Implementation Plan

Discuss the proposed project implementation plan. The information provided should include the following:

- The proposed methods of performing and administering the implementation of this project.
- A description of all marketing and promotional efforts that will be performed to increase public awareness of the project.
- The major milestones and evaluation points.
- An explanation of how this project is “ready-to-go”, meaning that this project can be implemented in the timeframe proposed within the grant application and corresponding to the project schedule.
- A description of how the agency will ensure that funding is available to continue the project after the initial Service Development funding period, if the project is deemed a success. Specifically identify possible funding sources.

Maximum Word Count: 500

Schedules for the new and revised service routes will be prepared and distributed prior to service implementation at local outlets such as government centers, bus stop locations, senior housing centers, doctor's offices, and local media outlets. Along with posting to all Space Coast Area Transit social media accounts, including www.321Transit.com.

A marketing plan will be developed highlighting the new and revised service routes, times and key trip generators. The marketing plan will include a media element to ensure the citizens of Brevard County are made aware of the new and revised transit services and that the information is disseminated appropriately.

Three buses will be used for the new service routes. The buses will be equipped with wheel chair lift equipment and bicycle racks. The buses to be used will be from our existing fleet that has been recently augmented with 7 new buses. New bus stop signs will be erected along the routes at least 3 days prior to the start of the new and revised services. Space Coast Area Transit's website and phone app will be updated with the new and revised route information prior to implementation.

The major milestones for the project will be:

- Finalization of service and marketing implementation plan. 3 months prior to service.
- Project Kick-off. Day 1 of service.
- Review of service alignment, data and marketing analysis. 6 month mark.
- Review of key service data. 12 month mark.
- Review of key service data. 18 month mark.
- Final analysis of key service data and project successes and failures. 24 month mark.

This project is ready-to-go on February 1, 2021, upon notification of funding award and funding availability. All of the required scheduling, staffing, and funding is in place at Space Coast Area Transit to effectively manage and operate this project.

If any element of the project is deemed successful Space Coast Area Transit will use funding from fare revenue, advertising revenue, FDOT Block Grant funding, FTA operating assistance and local general fund to keep the successful route or revised route operating.

Operational Responsibilities

Include a list of specific actions to be taken by the parties to the Public Transportation Grant Agreement (PTGA) to meet the objectives. For example, if the project involved a new fare collection system, the list might include an audit of existing fare collections, the evaluation of fare collection equipment available, obtaining public input, procuring new equipment, implementing new systems, collecting data, and evaluating results.

In addition, explain your agency's existing compliance program and any changes that will enable your agency to meet any newly applicable requirements in the process of accepting a Service Development award.

Maximum Word Count: 250

Space Coast Area Transit will be responsible for the planning, operational, administration and maintenance requirements for this project. Brevard County Board of County Commissioners will be providing the local financial assistance to meet the requirements of the Public Transportation Grant Agreement.

Project Schedule

Include a project schedule in narrative and table format. The schedule should be realistic and achievable, and should include service initiation date, marketing efforts, special events, and evaluation points (when the measurable objectives will be assessed). The anticipated length of time to develop the proposed service must be explicitly stated. Any updates to the project schedule should be communicated with FDOT as soon as they are known.

[Insert Attachments](#)

Maximum Word Count (Narrative): 250

Project schedule is included as Table 5 Project Schedule.

Table 5
Project Schedule

YEAR	MONTH	SERVICE INITIATION	MARKETING EFFORTS	SPECIAL EVENTS	PROGRESS REPORTS
2021	February	2/1/2021			
	March		TV Commercial		
	April				
	May				
	June				
	July		Read to Ride		Progress Report #1 7/20/2021
	August				
	September				
	October		TV Commercial		
	November				
	December				
2022	January			reThink Pop-Up Events	Progress Report #2 1/20/2022
	February				
	March				
	April		TV Commercial		
	May		Read to Ride		
	June		TV Commercial	Dump the Pump Ride Event	
	July		TV Commercial		Progress Report #3 7/20/2022
	August				
	September				
	October		TV Commercial		
	November				
	December				
2023	January			reThink Pop-Up Events	Progress Report #4 1/20/2023
	February				Final Progress Report 8/20/2023

Time table is dependent upon service starting on 2/1/2021, pending on availability of grant funding.

Progress Reports

Include a discussion and/or data that clearly presents the baseline existing conditions for each performance criterion prior to project implementation. Along with providing a discussion, please attach the corresponding progress report. Insert Attachments

Maximum Word Count: 250

The progress of the project will be monitored daily and a semi-annual report will be prepared and submitted to the Florida Department of Transportation. At any time when the project appears to fall below expected ridership, a complete review of the project will be accomplished to determine whether it should be modified or terminated. If the decision is to terminate the project, then a Final Report will be prepared summarizing the reasons the project failed. If the project is to be continued, the request for continuance shall be submitted with recommendations on how the project can be improved. Upon successful completion of the project, a Final Report will be prepared summarizing the performance achieved based on criteria established at the beginning of the project and whether the Agency will continue service.

Progress reports will be provided to Florida Department of Transportation during the following stages:

- Implementation/Grant Application - this project report is attached to this grant application, Attachment 1 Progress Report.
- Every January 20th and July 20th throughout the duration of the project a Progress Report will be submitted to the Florida Department of Transportation. These Progress Reports will contain the information as required in the Public Transportation Grant Agreement.
- A final progress report is due to the submission of the final invoice, approximately on February 20, 2023. Dependent upon implementation date and date of funding availability.

Attachment 1
Project Progress Report

Service Development Grant Project Progress Report

Progress Report #

Date of Progress Report

Project Name: Implentation of New Fixed Routes Titusville, Port St John and Beaches

Project Sponsor: Brevard County Board of County Commissioners

Per Month (30-day) Averages	Project Implementation Date	Progress Report Dates During Project				Total (Monthly Average)	Goal (Monthly Average)	Difference of Total from Cost
		7/20/2021	1/20/2022	7/20/2022	1/20/2023			
	2/1/2021							
Number of Passengers								
Vehicle Miles								
Revenue Miles								
Vehicle Hours								
Revenue Hours								
Operating Costs								
Cost per Passenger								
Average Fare								
Farebox Recovery								
Number of Reported Incidents								

* Project Implementation Date is dependent upon when grant funds are available.

Invoice Schedule

This section applies only to requests for operating assistance.

Select when project invoices will be submitted to FDOT for processing:



Monthly



Quarterly



Other:

Application Component Checklist

Please be sure that all the following items are included, and the corresponding boxes checked prior to submitting your grant application.



Applicant Information – all information is complete and accurate



Project Description – intent and need are clearly described, location of this project in the an adopted TDP and/or another local plan included, the project meets Service Development project criteria, goals and objectives are defined and performance measures outlined



Stakeholder Involvement – coordination with adjacent/companion transit providers has occurred to ensure that there is no duplication of efforts or grant project submissions



Project Schedule – included in both narrative and table formats



Implementation Plan – the project can be implemented in the timeframe proposed within the grant application and corresponding to the project schedule



Project Budget – all costs are supported with justification detail, financial analysis (Benefit-Cost, Economic Impact, or Fiscal Impact) has been conducted and the results are documented, signed and dated Funding Commitment is included, local match is included and itemized



Attachments section includes letters of support, ridership surveys, or other supporting information that shows support and/or demand for this project (if applicable). Attachments are referenced in the body of the application and named consistently.

RESOLUTION NO. 20-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, ON BEHALF OF SPACE COAST AREA TRANSIT, IN SUPPORT OF ADDITIONAL FIXED ROUTE BUS SERVICE IN CENTRAL TITUSVILLE, PORT ST. JOHN AND A CONNECTOR ROUTE TO SOUTH BEACHES.

WHEREAS, many residents of Brevard County use Space Coast Area Transit services; and

WHEREAS, daily commutes in Brevard County by residents using personal motor vehicles contribute to the congestion of an already overburdened roadway system; and

WHEREAS, Space Coast Area Transit is considering the possibility of developing additional fixed route services in Central Titusville, Port St. John, and a connector route to the south beaches; and

WHEREAS, the Brevard County Board of County Commissioners, contingent upon revenue availability, supports provision of local funds to match the Florida Department of Transportation Public Transit Service Development Program Grant funds awarded to provide service on Space Coast Area Transit Bus routes for Fiscal Year 2021, 2022 and 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, THAT:

1. The Brevard County Board of County Commissioners supports the Space Coast Area Transit bus service in Brevard County and urges Space Coast Area Transit to pursue said service.
2. This resolution shall take effect immediately upon its final adoption by the Brevard County Board of County Commissioners.

DULY PASSED AND ADOPTED THIS 21st DAY OF APRIL, 2021.

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

Scott Ellis, Clerk

BY _____
BRYAN LOBER, CHAIR

AS APPROVED BY THE BOARD ON APRIL 21, 2021

FDOT Certifications and Assurances

Review the below Certifications and Assurances and ensure that the date, and Authorized Representative name, title, and signature are completed.

Brevard County Board of Commissioners certifies and assures to the Florida Department of Transportation regarding its Application under FDOT's Service Development Program dated 21st day of April, 2020.

- 1 It shall comply with Florida Statutes, as applicable:
 - Section 341.051 - Administration and financing of public transit and intercity bus service programs and projects
 - Section 341.061(2) - Transit Safety Standards; Inspections and System Safety Reviews
 - Section 215.97 - Florida Single Audit Act
 - Chapter 287 - Procurement of Personal Property and Services
- 2 It shall comply with Florida Administrative Codes, as applicable:
 - Rule Chapter 14-90—Equipment and Operational Safety Standards for Bus Transit Systems
 - Rule Chapter 14-90.0041—Medical Examination for Bus System Driver
 - Rule Chapter 60A—Division of Purchasing
- 3 It shall comply with FDOT's Procedures, as applicable:
 - Bus Transit System Safety Program Procedure No. 725-030-009
 - Transit Vehicle Inventory Management Procedure No. 725-030-025
 - Public Transportation Vehicle Leasing Procedure No. 725-030-001
 - Public Transit Service Development Program Procedure No. 725-030-005
 - Procurement Guidance for Transit Agencies Manual
- 4 It has the fiscal and managerial capability and legal authority to file the application.
- 5 Local matching funds will be available to purchase vehicles/equipment or finance the service indicated on the submitted application.
- 6 It will carry adequate insurance to maintain, repair, or replace project vehicles/equipment in the event of loss or damage due to an accident or casualty.
- 7 It will maintain project vehicles/equipment in good working order for the useful life of the vehicles/equipment.

- 8 It will return project vehicles/equipment to FDOT if, for any reason, they are no longer needed or used for the purpose intended.
- 9 It recognizes FDOT's authority to remove vehicles/equipment from its premises, at no cost to FDOT, if FDOT determines the vehicles/equipment are not used for the purpose intended, improperly maintained, uninsured, or operated unsafely.
- 10 It will not enter into any lease of project vehicles/equipment or contract for transportation services with any third party without prior approval of FDOT.
- 11 It will notify FDOT within **24 hours** of any accident or casualty involving project vehicles/equipment and submit related reports as required by FDOT.
- 12 It will notify FDOT and request assistance if a vehicle should become unserviceable.
- 13 It will submit an annual financial audit report to FDOT (FDOTSingleAudit@dot.state.fl.us), if required.
- 14 It shall accept the commitment to continue the project, if deemed successful by self-imposed measures, without additional Public Transit Service Development Program funds.
- 15 It will participate in annual site visits by FDOT to determine compliance with the baseline requirements. If found not in compliance, it must send a progress report to the local FDOT District office on a quarterly basis outlining the agency's progress towards compliance.
- 16 It will submit Semi-Annual Progress Reports on performance measures, including but not limited to monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 17 It will submit a Final Report at any time when it becomes necessary to terminate the project, or at the end of the project period. The report must accompany the Final Invoice for reimbursement and include: (a) an evaluation of the attainment of the goals and objectives, (b) the reasons any of the goals were not met, (c) the benefit accrued by the agency, and (d) a statement of the agency's intent to continue with the service demonstrated.

Authorized Representative certification:

Date: As approved by the Board on 4/21/2020

Signature: _____

Name: Bryan Lober

Title: Chair



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.10.

4/21/2020

Subject:

Request for First Extension of Existing Interlocal Agreement Between Brevard County and the City of Palm Bay for Automatic Aid, E-911 Dispatch Services and Facility Use to September 30, 2020.

Fiscal Impact:

None

Dept/Office:

Fire Rescue Department

Requested Action:

The Fire Rescue Department requests approval to extend its current Interlocal Agreement with the City of Palm Bay for Automatic Aid, E-911 Dispatch Services and Facility Use to September 30, 2020

Summary Explanation and Background:

On April 28, 2015, the Board executed the Interlocal Agreement with the City of Palm Bay for Automatic Aid, E-911 Dispatch Services and Facility Use. This Agreement was approved for an initial two (2) year period, followed by automatic renewals for three (3) successive one (1) year periods. The expiration of the current agreement and renewals is April 28, 2020.

Due to the current emergencies surrounding the COVID-19 virus, the Department is requesting an extension of the existing Interlocal Agreement through September 30, 2020, to allow sufficient time to complete continued negotiations between both parties regarding potential changes in boundaries, dispatch services and current cohabitation sites. The new agreement will be presented to the Board for approval at the conclusion of this extension.

Clerk to the Board Instructions:

Return Original Executed Interlocal to Pamela Barrett for recordation.

**FIRST EXTENSION OF EXISTING INTERLOCAL AGREEMENT BETWEEN
BREVARD COUNTY AND THE CITY OF PALM BAY FOR AUTOMATIC AID,
DISPATCH SERVICES AND FACILITY USE**

THIS AMENDMENT ONE to the Interlocal Agreement entitled “Interlocal Agreement Regarding Automatic Aid between Brevard County and the City of Palm Bay” is made and entered into this ____ day of _____, 2020, by and between the following Parties: **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as “**COUNTY**”, and the **CITY OF PALM BAY**, a municipality incorporated under the laws of Florida (hereinafter referred to as the “**CITY**”).

RECITALS:

WHEREAS, the Parties have previously entered into an Interlocal Agreement, dated April 28, 2015, (hereinafter the Original Interlocal) and;

WHEREAS, the term of the Original Interlocal was for two (2) years, with automatic renewals for three (3) successive one (1) year periods, which will expire on April 28, 2020;

WHEREAS, both entities are currently under local, state and federal states of emergency regarding the COVID-19 pandemic; and

WHEREAS, additional time is needed to ensure both Parties can address potential changes in boundaries, dispatch services and current cohabitation states; and

WHEREAS, the Parties desire to extend the term of said Contract for an additional period of time.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. The above recitals are incorporated into this Interlocal Amendment by this reference.
2. The Original Interlocal between the Parties is extended until September 30, 2020.
3. To the extent any of the terms of this Amendment conflict with the terms of the Original Interlocal, the terms of this Amendment control. All other terms of the Original interlocal remain in full force and effect.
4. 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.
5. This Amendment is effective upon signature by both Parties and filing with the Clerk of the Circuit Court.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Contract on the date first written above.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Scott Ellis, Clerk

Bryan Lober, Chair
As Approved by the Board on: _____

Reviewed for legal form and content:

Christine M Schverak

Assistant County Attorney

ATTEST:

CITY OF PALM BAY, FLORIDA

City Clerk

William Capote, Mayor

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor:		2. Amount:	
3. Fund/Account #:		4. Department Name:	
5. Contract Description:			
6. Contract Monitor:		8. Contract Type:	
7. Dept/Office Director:			
9. Type of Procurement:			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

Purchasing

Risk Management

County Attorney

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

INTERLOCAL AGREEMENT REGARDING AUTOMATIC AID BETWEEN BREVARD COUNTY AND THE CITY OF PALM BAY

THIS AGREEMENT (the "Agreement"), entered into this 28th day of April, 2015, by and between **Brevard County**, a political subdivision of the State of Florida (hereinafter referred to as the "**County**"), and the **City of Palm Bay**, a municipality incorporated under the laws of Florida (hereinafter referred to as the "**City**").

WITNESSETH:

WHEREAS, the City and County desire to enter into this Agreement for the purposes of allowing the County and the City to share emergency resources, utilize closest unit response, the County to provide E911 dispatching services, the County to provide the City operational use space at one (1) of the County's fire stations and the City to provide the County operational use space at two (2) of the City's fire stations so as to better protect the lives and property of their citizens; and

WHEREAS, the County and the City find that it is in their respective best interests, and that it is in the best interest of the public health, safety and welfare of their citizens, for the County and City to share emergency response resources; and

WHEREAS, this Agreement is authorized pursuant to §§ 125.01(1) (p) and 163.01, Florida Statutes, as an interlocal agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the parties hereto agree as follows:

SECTION 1. TERM:

This Agreement will commence and be effective upon its approval and execution by the elected governing bodies of both the County and the City and filing with the Clerk of the Circuit Court in and for Brevard County, Florida. This Agreement shall be effective for an initial two (2) year period. Following the expiration of the initial two (2) year term, this Agreement shall automatically renew for three (3) successive one (1) year periods, unless either party provides the other party with written notice of termination of this Agreement as provided in Section 2 below. All terms and conditions hereof shall remain in full force and effect during the initial term and any renewal periods unless this Agreement is amended as provided in Section 2 below.

SECTION 2. TERMINATION/AMENDMENT OF AGREEMENT:

2.1 This Agreement may be terminated by either party upon written notice of termination to the other party at least forty-five (45) days prior to the date of such termination.

2.2 Either party may request that this Agreement be revised. Such requests must be placed in writing and address the reason for the amendment as well as provide proposed amended language. In order to be deemed effective, the amendment must

be approved by the respective governing bodies of the County and the City, and filed with the Clerk of the Circuit Court in and for Brevard County, Florida.

SECTION 3. SERVICES PROVIDED:

Except to the extent provided herein, the County and the City agree that their respective fire rescue departments will provide primary emergency services within their own jurisdictions.

- 3.1 **Statement of Reciprocity** – The City and the County agree to share both unique and common emergency response resources for the purpose of expeditious and effective emergency service delivery to City and County citizens alike. In that the services are provided by both the City and County in a mutually beneficial manner, there shall be no monetary payments to either the City or the County for services identified in this Agreement.
- 3.2 **E911 Dispatch Services** - The County hereby agrees to provide twenty-four (24) hour, seven days a week, E911 fire and first responder dispatch services to the City. Services include receiving emergency calls through the Countywide E911 system, processing the call (EMD or EFD), alerting, radio communication, monitoring units during both emergency and non-emergency operations, providing access to the Brevard County Fire Rescue (BCFR) computer aided dispatch (CAD) system and providing appropriate annual statistics and reports as requested by the City. The City will provide to the BCFR Dispatch Center predetermined unit response assignments for the 1st, 2nd and 3rd alarm responses as well as all auto-aid agreements between other emergency service providers and the City. The City is responsible for any and all equipment and costs necessary to receive voice and data communications from the BCFR Dispatch Center.
- 3.3 **Fire Station Facility Usage** – The City hereby agrees to provide the County operational use space at two (2) of the City's fire stations:

- #84 Station #1 located at 1201 Port Malabar Blvd. NE, Palm Bay, FL 32905
#85 Station #2 located at 150 Malabar Road SE, Palm Bay, FL 32909.

The County shall utilize the identified City fire station facilities to support the operations of a County staffed emergency response ambulance.

→ The County hereby agrees to provide the City operational use space at Brevard County Fire Station 89 located at 2051 DeGroodt Avenue SW, Palm Bay, FL 32908. The City shall utilize the identified County fire station facility to support the operations of a City staffed emergency response fire engine.

- (a) **Apparatus Space** – The City hereby agrees to provide an apparatus stall space for an ambulance in the City fire stations identified herein above. The County hereby agrees to provide an apparatus stall under a security lighted canopy with electrical outlets for charging and maintaining equipment in the County fire station identified herein above.

- (b) Living Quarters - The City hereby agrees to provide bunkrooms for County employees with a minimum of two (2) bunks for sleeping, office space, use of kitchen facilities, use of restrooms and use of day/training room at each City fire station identified above. The County hereby agrees to provide a bunkroom for City employees with a minimum of four (4) bunks for sleeping, office space, use of kitchen facilities, use of restrooms and use of day/training room at the County fire station identified herein above.
- (c) Maintenance – The County agrees to assist the City with any maintenance (including preventive) in equitable proportion to those areas utilized a majority of the time by the County in the City fire stations identified herein above. The City agrees to assist the County with any maintenance (including preventive) in equitable proportion to those areas utilized a majority of the time by the City in the County's fire station identified herein above.
- (d) Insurance, Costs, Independent Contractors, Liability – Sections 11, 12, and 13 of the Interlocal Agreement between the County and the City shall govern insurance, costs, the relationship and status of the County and the City and their employees, and their liability for the actions of their respective employees and agents.
- (e) Damage – The County agrees to repair, replace and/or reimburse the City for any and all damages caused to property and equipment owned by the City and resulting from the actions of County employees. The County shall cause such repair, replace and/or reimbursement to occur within a reasonable amount of time thereby affording no undue hardship to the City. The City agrees to repair, replace and/or reimburse the County for any and all damages caused to property and equipment owned by the County and resulting from the actions of City employees. The City shall cause such repair, replace and/or reimbursement to occur within a reasonable amount of time thereby affording no undue hardship to the County.
- (f) Supplies – The County agrees to provide consumable station supplies for use by County and City employees at the County fire station identified herein above. The City agrees to provide consumable station supplies for use by County and City employees at the City fire stations identified herein above. The County and City shall be responsible for their own medical supplies.

3.4 **Automatic Aid** - To provide the highest level of protection possible within the Response Area defined herein, the City and the County hereby agree to provide Automatic Aid in a closest unit response mode for all emergency requests for service including, but not limited to, first responder medical calls, fire calls, and hazardous materials calls. "Automatic Aid" means and refers to the automatic dispatch of, and response by, an emergency medical services unit and/or fire suppression units to an emergency within an identified service area without the initiation of a mutual aid request. Automatic Aid shall be based on a mutually agreed upon (City and County) predefined process that results in the immediate response of emergency personnel by the

Responding Party to the scene of an emergency in the Receiving Party's jurisdiction on behalf of, or along with, the Receiving Party, without regard to municipal City or unincorporated County boundaries. The process shall be initiated through the BCFR Dispatch Center. "Receiving Party" shall mean and refer to the authority having jurisdiction of the subject emergency location within the Response Area that is receiving automatic aid pursuant to this Agreement. "Responding Party" shall mean and refer to the authority responding to the request for automatic aid pursuant to this Agreement.

- (a) Automatic Aid Response Area – The geographical area, in which the City and the County agree to provide closest unit response automatic aid, identified in Appendix A, incorporated herein by reference, which area shall be referred to as the Automated Aid Response Area (or the "Response Area") and shall consist of the identified City municipal areas and the County unincorporated areas.
- (b) Predefined Unit Response Assignments – The City and the County shall mutually agree on predefined unit response assignments for responding to emergency events within the Automatic Aid Response Area. Closest unit response will be the single most important consideration in the development of predefined unit response assignments. The term "closest unit" shall mean all closest units, including but not limited to, fire engine, pumper, rescue unit, ladder truck, tower, squad, battalion/supervisor unit, or other support vehicles, to the emergency at hand regardless of jurisdiction. Response by fire, rescue, and other support units will be the closest units of appropriate type to provide the response to the emergency incident, and will be dispatched in accordance with established fire and EMS protocols as mutually agreed upon by the fire chiefs of the County and the City, and as may be otherwise required by law. Communications procedures and protocols between the County and the City will be continually monitored and reviewed by the fire chiefs and dispatch center directors. Policy and/or operational procedures will be regularly updated in order to promote operational efficiencies.
- (c) Officer in Charge - It is further agreed that the first arriving unit will establish incident command and manage the incident in accordance with established procedures until the earlier of mitigation of the incident, or upon scene control being transferred to an officer having authority within the jurisdiction where the incident occurred. The first arriving command officer, whether County or City, will function as the incident commander. In the case where the first arriving command officer is not of the authority having jurisdiction for the area, incident command shall be transferred to the command officer of the authority having jurisdiction upon the arrival of such command officer. While providing automatic aid in the Response Area where an emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations.
- (d) Service Standard - The Responding Party and Receiving Party shall utilize National Fire Protection Standard 1500, as defined in Florida Statute Section 633.508, to ensure that the Incident Command System, the Personnel

Accountability System and the 2 in/2 out standards are adhered to. Failure to comply with this service standard may be deemed to be a breach of this Agreement and cause for immediate termination, notwithstanding the notice provision set forth in Section 2.

- (e) Communication and Notification of Non-response - Should either the City or the County be unable to respond and provide automatic aid in response to an emergency call within the Response Area, the declining party shall immediately notify the BCFR Dispatch Center.
- (f) Release of Responding Party – The Responding Party will be released from an automatic aid request by the Receiving Party as soon as is appropriate either based upon operational considerations or when the Receiving Party has adequate resources on scene to mitigate the emergency, as determined by the officer in charge of the scene. The authority having jurisdiction will be responsible for conducting any fire investigation.

SECTION 4. PAYMENT:

There shall be no payment to either the City or the County for services identified in this Agreement.

SECTION 5. ADDITIONAL EQUIPMENT:

There may be circumstances in which the County and City mutually agree to locate assets belonging to one party in a station or stations belonging to the other party for coverage purposes on a temporary basis. Subject to mutual agreement these units may be staffed by either agency to provide expeditious or efficient first responder and fire-rescue protection for the citizens of both parties.

SECTION 6. NOTIFICATION:

Any required notice to be provided by either party to this Agreement, other than an emergency call and dispatch, shall be delivered to the other party's representative at the following locations:

James Stables, Fire Chief
Palm Bay Fire Rescue
899 Carlyle Avenue SE
Palm Bay, FL 32909

Mark Schollmeyer, BCFR Fire Chief/Director
Brevard County Fire Rescue
1040 S. Florida Avenue
Rockledge, FL 32955

With a copy to:

Chad Shultz, City Manager
City of Palm Bay
120 Malabar Road SE
Palm Bay, FL 32909

Stockton Whitten, County Manager
Brevard County Government Center
2725 Judge Fran Jamieson Way
Viera, FL 32940

Any notice to be sent to the County or the City under the provisions of this Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first class U.S. mail, or by nationally recognized overnight courier to the last known address of the

said City or the County with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after mailing. Either party hereto may unilaterally change the person to whom a mailing is to be sent or the address of said person by giving notice to the other party as provided for herein.

SECTION 7. AUDITING, RECORDS AND INSPECTION:

- 7.1 In the performance of this Agreement, the City 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 the City for a period of three (3) years after termination of this Agreement for accounting related records and for other public records, five (5) years after termination of this Agreement, unless otherwise required by law to be held for a longer period of time. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 119, Section 401.30, Florida Statutes.
- 7.2 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 the City in the United States or any other country.
- 7.3 The County and the City agree to comply promptly with any request for public records or documents made in accordance with Section 119.07, Florida Statutes.
- 7.4 Upon a request for public records related to this Agreement, the County or the City, as the case may be, will inform promptly the other party of the request and, upon request of the other party, provide electronic copies of the responsive public records provided, at no additional cost to the County or the City, as the case may be.

SECTION 8. JURISDICTION, VENUE AND CHOICE OF LAW:

All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the State of Florida. Any legal action by either party against the other concerning this Agreement shall be filed in Brevard County, Florida, which shall be deemed proper jurisdiction and venue for the action, and any trial shall be nonjury.

SECTION 9. ATTORNEY'S FEES AND COSTS:

In the event of any litigation between the parties arising out of this Agreement, each party will bear its own attorney's fees and costs.

SECTION 10. SEVERABILITY:

If any section, paragraph, sentence, clause, phrase, or word of this Agreement, is for any reason held by the County 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.

SECTION 11. INDEMNIFICATION/HOLD HARMLESS:

To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, the City shall indemnify and hold harmless the County and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense is caused in whole or in part by the negligence of the City.

To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, the County shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense is caused, in whole or part, by the negligence of the County.

In agreeing to this provision, neither party intends to waive any defense of sovereign immunity, or limits on damage to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided by law. Nothing herein shall be construed as consent by the County or the City 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.

SECTION 12. INDEPENDENT CONTRACTORS:

The County and the City are each Independent Contractors of one another. It is specifically understood and agreed to by and between the parties hereto that a material provision in this Agreement is that the relationship between the County and the City is one in which each party and its employees are independent contractors of the other party, and not as agents, employees, joint venturers, or other partners and neither are entitled to any benefits of the other party. Nothing contained herein shall be construed to be inconsistent with this relationship or status.

SECTION 13. LIABILITY FOR EMPLOYEES/AGENTS:

Each jurisdiction shall bear responsibility for any injury or loss caused by its agents, representatives, officials, employees or volunteers (hereinafter "agents") while such agents are acting outside their jurisdiction. In no event shall either party's liability for damages exceed the monetary limits, or the type of damages recoverable, under Section 768.28, Florida Statutes, as that section may be amended from time to time.

SECTION 14. ASSIGNMENTS:

Neither the City nor the County, their assigns or representatives, shall enter into any agreement with third parties to delegate any or all of the rights and responsibilities herein set forth without the prior written approval of the other party.

SECTION 15. ENTIRE AGREEMENT:

This Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties, except that the fire chiefs of the County and the City are

authorized to mutually agree in writing to predefined unit response assignments as set forth in Section 3.3(b).

SECTION 16. INTERPRETATION:

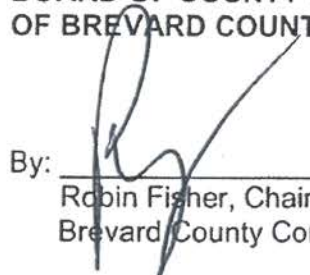
Both the City and the County have had the opportunity to consult with legal counsel and to participate in the drafting of this Agreement. Consequently, this Agreement shall not be more strictly or more harshly construed against either party as the drafter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ATTEST:


Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

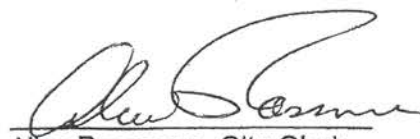
By: 
Robin Fisher, Chairman
Brevard County Commission

Approved by the Board on 04/28/2015

Reviewed for Legal Form and Content:


Assistant County Attorney
MORRIS RICHARDSON

ATTEST:


Alice Passmore, City Clerk
04.06.15

CITY OF PALM BAY, FLORIDA

By: 
William Capote, Mayor

Reviewed for Legal Form and Content:

Andrew Lannon, City Attorney

STATE OF FLORIDA
COUNTY OF BREVARD

This is to certify that the foregoing
is a true and current copy of Agreement
witness my hand
and official seal this 1st day of
May 2015

SCOTT ELLIS, Clerk of Circuit Court

BY Ashley Folsom D.C.



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.11.

4/21/2020

Subject:

Acknowledge receipt of FY2018-2019 Redevelopment Agencies Annual Reports for the fiscal year ending September 30, 2019.

Fiscal Impact:

There is no fiscal impact.

Dept/Office:

Budget

Requested Action:

It is requested that the Board acknowledge receipt of 2018-2019 Redevelopment Agencies Annual Reports for the fiscal year ending September 30, 2019.

Summary Explanation and Background:

In accordance with Florida Statute 163.356(3) C, the following Redevelopment Agencies are providing the Brevard County Board of County Commissioners a copy of their 2018-2019 Annual Financial Reports.

163.356 Creation of community redevelopment agency -

(3)(c) The governing body of the county or municipality shall designate a chair and vice chair from among the commissioners. An agency may employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation. For such legal service as it requires, an agency may employ or retain its own counsel and legal staff. An agency authorized to transact business and exercise powers under this part shall file with the governing body, on or before March 31 of each year, a report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such fiscal year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the county or municipality and that the report is available for inspection during business hours in the office of the clerk of the city or county commission and in the office of the agency.

City of Cape Canaveral Community Redevelopment Agency

City of Cocoa Community Redevelopment Agency

Downtown City of Cocoa Beach Community Redevelopment Agency

City of Melbourne Community Redevelopment Agency

Merritt Island Community Redevelopment Agency (MIRA)

City of Palm Bay Bayfront Community Redevelopment Agency

City of Rockledge Community Redevelopment Agency

241

City of Satellite Beach Community Redevelopment Agency

City of Titusville Downtown Community Redevelopment Agency

City of West Melbourne/Brevard County Joint Community Redevelopment Agency

Clerk to the Board Instructions:

Maintain necessary documents for records retention.



City of Cape Canaveral

March 30, 2020

Brevard County Property Appraiser
City of Cape Canaveral City Council
Brevard County Manager

RE: City of Cape Canaveral Community Redevelopment Agency (CRA) Annual Report—FY2018-2019

Ladies and Gentlemen,

Please find enclosed the City of Cape Canaveral Community Redevelopment Agency Annual Financial Report for FY2018-2019.

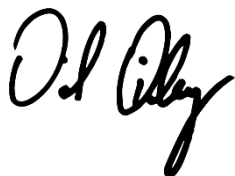
Chapter 163.387 (8), Florida Statute, requires that the City file an annual report of its financial activities with the taxing authorities each year for the preceding fiscal year. Furthermore, the City and Brevard County entered into an Interlocal Agreement, recorded in July of 2018, which establishes additional reporting obligations of the City. This report has been prepared to meet these obligations and is filed for fiscal year 2018/19 ending September 30, 2019.

This report sets forth: (1) the organization and membership of the Community Redevelopment Agency, its Board members and administration, (2) an introduction to the CRA, its mission and history, (3) the CRA boundary, (4) financial reports, statement of liabilities, income/operating expenses and certain other performance information, and (5) an overview of public and private construction projects within the CRA.

Should you have any questions, please contact me at (321) 868-1220.

(over)

Sincerely,



David Dickey, Community Redevelopment Agency Director

Attachment

cc: Todd Morley, Interim City Manager/CRA Registered Agent
Anthony Garganese, City/CRA Attorney
Mia Goforth, City/CRA Clerk



100 Polk Avenue – P.O. Box 326 • Cape Canaveral, FL 32920
(321) 868-1220 • Fax (321) 868-1248

Visit us at www.cityofcapecanaveral.org • info@cityofcapecanaveral.org • #TheSpaceBetween

THE
SPACE
BETWEEN® 244

City of Cape Canaveral Community Redevelopment Agency (CRA) FY 18/19 Annual Report

MARCH 2020

City of Cape Canaveral
Community Redevelopment Agency
100 Polk Avenue
Cape Canaveral FL 32920
(321) 868-1220



Table of Contents

Community Redevelopment Agency Officials	3
Introduction, Mission & History	4
City of Cape Canaveral CRA Boundary Map (Figure 1)	5
Financial Statements, Taxable Value & Balance Sheet	6
Statement of Revenues, Expenditures & Changes in Fund Balances—Budget to Actual	7
Projects Overview & Accomplishments (Current Year/FY18-19)	8
Performance Information	19
Summary	20
Attachment 1	Annual Audit Report (FY18-19)

Community Redevelopment Agency Officials

City Staff

Todd Morley
Interim City Manager/CRA Registered
Agent/Primary Contact for the District
(321) 868-1220
t.morley@cityofcapecanaveral.org

Mia Goforth
CRA Clerk/Recording Secretary
(321) 868-1220
m.goforth@cityofcapecanaveral.org

Dave Dickey
CRA Director
(321) 868-1220
d.dickey@cityofcapecanaveral.org

Governing Board Members

Bob Hoog, Chairperson
b.hoog@cityofcapecanaveral.org

Mickie Kellum
m.kellum@cityofcapecanaveral.org

Mike Brown, Vice-Chair
m.brown@cityofcapecanaveral.org

Wes Morrison
w.morrison@cityofcapecanaveral.org

Angela Raymond
a.raymond@cityofcapecanaveral.org



Image 1. Governing Board Members (left to right): Bob Hoog; Mike Brown; Angela Raymond; Mickie Kellum; and Wes Morrison.

Introduction, Mission & History

Chapter 163.387 (8), Florida Statute, requires that the City file an annual report of its financial activities with the taxing authorities each year for the preceding fiscal year. Furthermore, the City and Brevard County entered into an Interlocal Agreement, recorded in July of 2018, which establishes additional reporting obligations of the City.

This report has been prepared to meet these obligations and is filed for fiscal year 2018/19 ending September 30, 2019. This report sets forth: (1) the organization and membership of the Community Redevelopment Agency, its Board members and administration, (2) an introduction to the CRA, its mission and history, (3) the CRA boundary, (4) financial reports, statement of liabilities, income/operating expenses and certain other performance information, and (5) an overview of public and private construction projects within the CRA.

In 2009, the City initiated the “Envision Cape Canaveral” effort, which set the stage for a series of redevelopment activities. One of these, the establishment of a City Vision Statement, ultimately led to the creation of the City’s CRA.

Between the years of 2007 and 2011, property valuation data, collected by the Brevard County Property Appraiser’s Office, indicated an average decline of 41 percent in commercial and industrial areas and 47 percent in residential areas within the Community Redevelopment Area.

Pursuant to Resolution No. 2012-10, the City CRA was established in 2012 with the signing of an Interlocal Agreement between the City and Brevard County. The CRA includes 766 acres or 56 percent of the City’s land area (Figure 1).

THE
SPACE
BETWEEN®

City of Cape Canaveral CRA Boundary

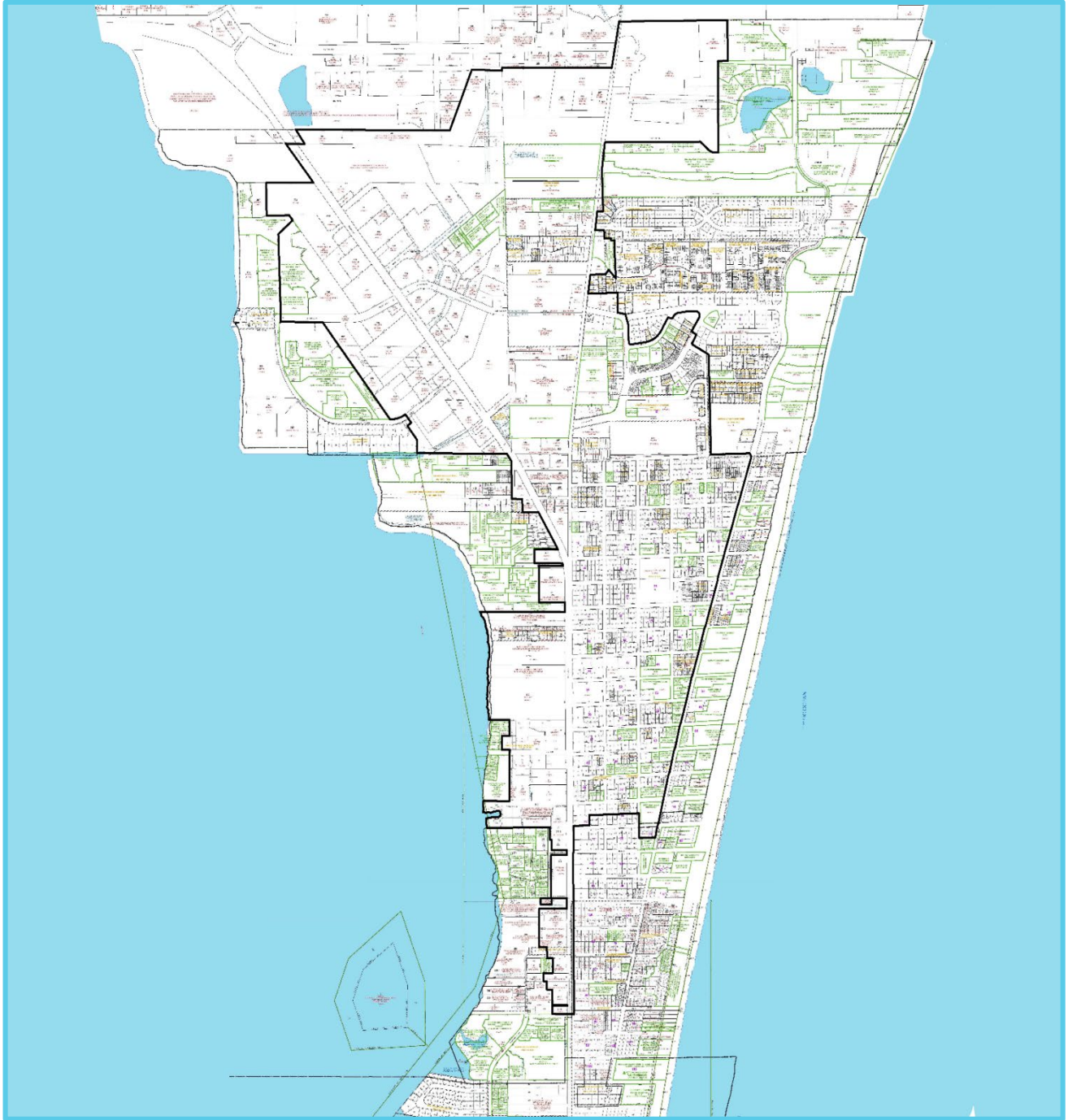


Figure 1. City of Cape Canaveral CRA Boundary.

Financial Statements & Taxable Value

CRA Valuation (\$Millions)

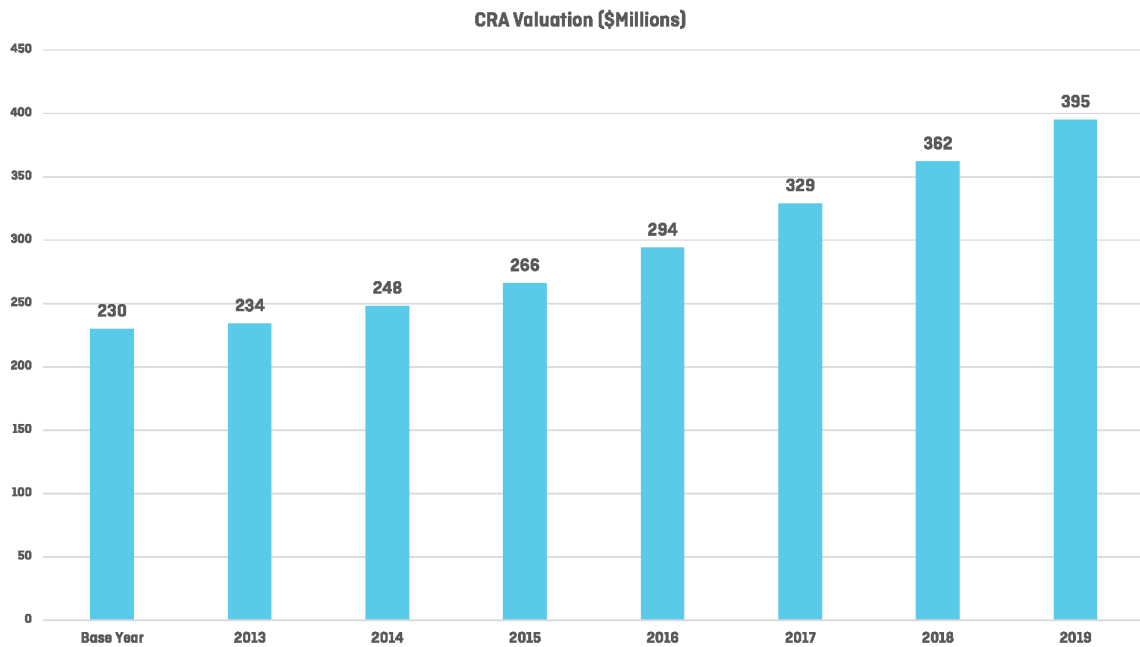


Figure 2. CRA Valuation (\$Millions)

Statement of Revenues, Expenditures & Changes in Fund Balances—Budget to Actual

	Budgeted Amounts			Variance Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes				
Intergovernmental	937,598	937,598	937,598	-
Total Revenues	937,598	938,108	938,108	-
Expenditures				
Current:				
Community Development	4,866,299	350,309	343,366	6,943
Total Expenditures	4,866,299	350,309	343,366	6,943
Excess (deficiency) of revenues over expenditures	(3,928,701)	587,799	594,742	6,943
Other financing sources				
Transfers in	4,600,000	83,500	83,500	-
Transfers out	(737,958)	(737,958)	(685,634)	52,324
Total other financing sources	3,862,042	(654,458)	(602,134)	52,324
Net change in fund balances	(66,659)	(66,659)	(7,392)	59,267
Fund balances, beginning of year	51,524	51,524	51,524	-
Fund balances, end of year	\$(15,135)	\$(15,135)	\$44,132	\$59,267

Source: City of Cape Canaveral Comprehensive Annual Financial Report

CAPE CANAVERAL COMMUNITY REDEVELOPMENT AGENCY FUND FOR THE YEAR ENDED SEPTEMBER 30, 2019

Projects Overview & Accomplishments (FY18-19)

The City CRA is in its 8th year of operation and has increased in value approximately \$165 million since its creation in 2012. The resulting Tax Increment Revenue allows for the continued expansion of public infrastructure and other programs that directly affects our City. The City continues to fund public improvements through available dollars including the general fund and CRA funds. Some of the notable projects—both public and private—are indicated in the following pages.

Public Projects Overview & Accomplishments (FY18-19)



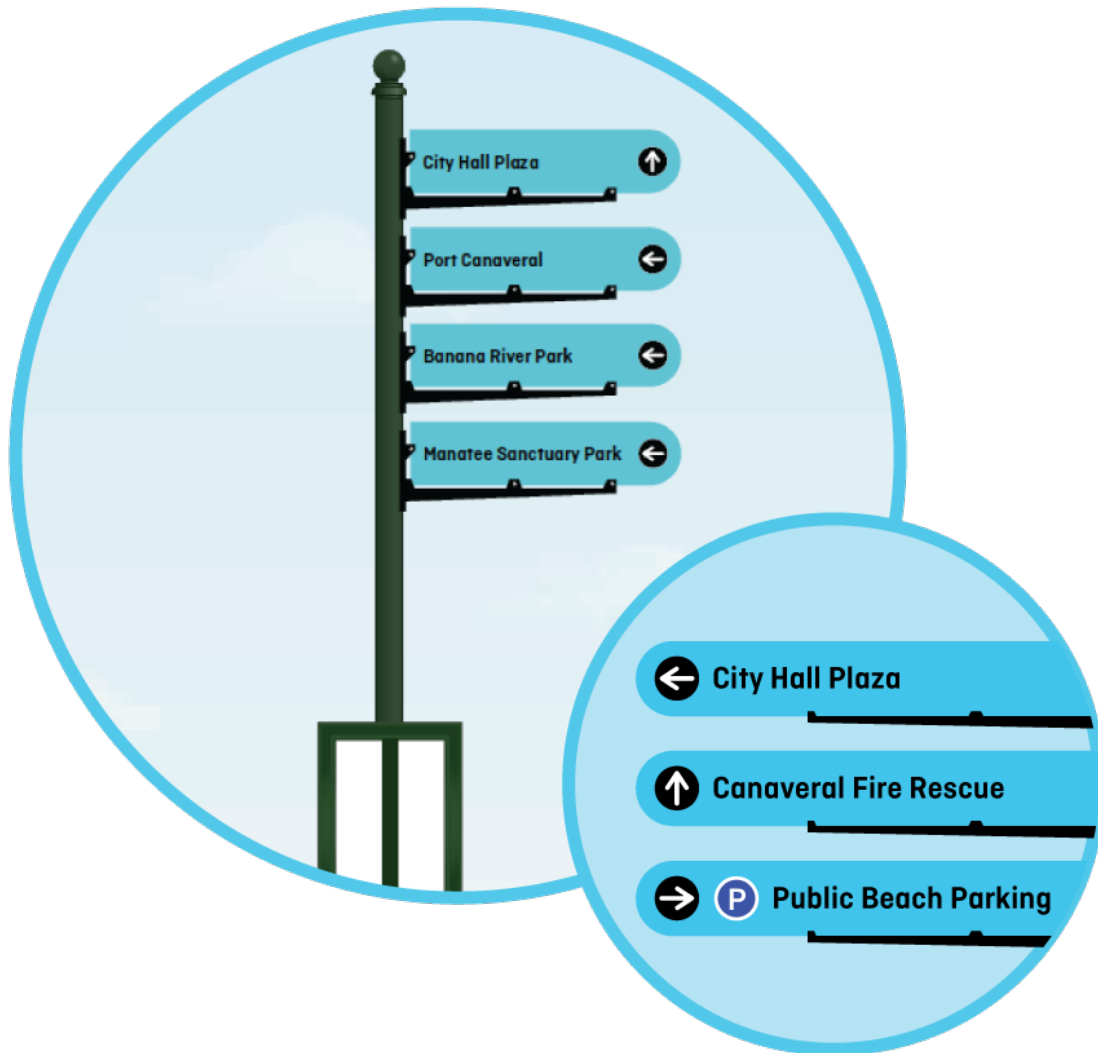
Electric Vehicle (EV) Charging Stations

In 2019, the City at a cost of \$6,490, installed new EV charging stations with two additional chargers located at City Hall. This public project was funded by the General Fund and is in line with the City's Community Redevelopment plans which include public enhancements that improve transportation services and facilities.



Wayfinding Signage

In 2019, the City at a cost of \$16,076, obtained wayfinding signage to add decorative and uniform signage to direct residents and visitors to local amenities and attractions. The signage, paid for from the General and CRA Funds, aims to improve connectivity and enhance existing/future pedestrian and bicycle mobility while also aiding vehicular travelers. This is a public project.



Wagner Pocket Park

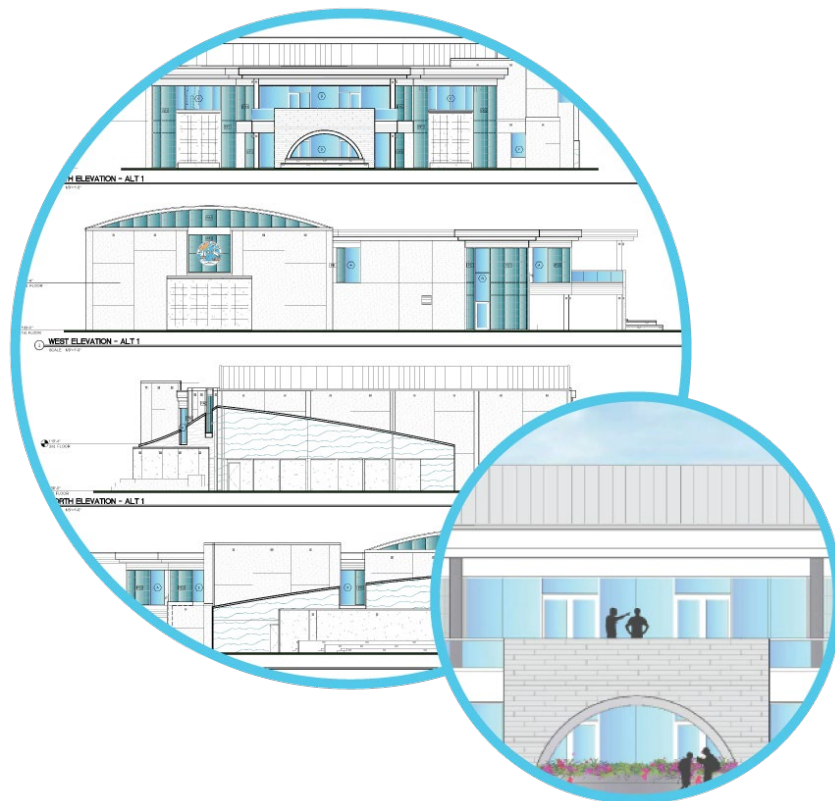
In 2019, the City at a cost of \$70,000, constructed Wagner Pocket Park along N. Atlantic Avenue. This public project was funded by the General Fund and is in line with the City's Vision and Community Redevelopment plans which include parks, recreation, open space and beautification opportunities. Amenities include stormwater management via vegetative plantings, pervious pathways and bicycle/pedestrian facilities for the Community.



Multi-Generational Facility (MGF)

7920 Orange Avenue

This City facility, budgeted at \$5 million, will be a catalyst for community health and engagement. Desired community amenities expressed include: indoor basketball/volleyball, indoor walking path, and specific areas for fitness, youth/teens, and banquet/gathering. The MGF will be utilized by all demographics and will serve as the host site for the City's Youth Center, summer camp, PAL and youth basketball programs. The facility will be open to the general public. This project will be publically funded with monies from: the CRA, grants, General Fund and use of SPIA moneys.



Private Projects Overview & Accomplishments (FY18-19)



Oceanside Distillery

240 W. Central Avenue

This project, started in 2016, includes the redevelopment of an industrial site into the City's first micro-distillery. The distillery will be housed in a new 7,000 square foot building (valued at \$431,000) that includes a tasting room, where educational tours will be provided, as well as a sales area where visitors can purchase spirits. Ingredients used in making the spirits will be locally-sourced, organic and once the distilling process is over, will be sold to local farmers for feed. This project is privately funded.



Springhill Suites

655 W. Central Avenue

This project includes a 150-room, Springhill Suites hotel on a 3.12-acre parcel. The development is currently nearing completion, with a projected opening in Spring 2020. It is anticipated that the project will go on the tax rolls for approximately \$11 million, generating \$175,000 in total annual ad valorem revenue. This project is privately funded.



Dual Brand Hotel

9004 Astronaut Boulevard

This project includes a 224-room, dual brand (Home2 and Hampton Inn & Suites) hotel on a 6.9-acre parcel. The building is just over 154,000 square feet, and is nearing completion with a projected opening in Spring 2020. It is anticipated that the project will go on the tax rolls for approximately \$18 million, generating \$250,000 in total annual ad valorem revenue. This project is privately funded.



TownePlace Suites

605 W. Central Avenue

This project includes a 154-room TownePlace Suites hotel on a 3.32-acre parcel. The building will begin construction in early 2020 with a projected opening in early 2021. It is anticipated that the project will go on the tax rolls for approximately \$11 million, generating \$175,000 in total annual ad valorem revenue. This project is privately funded.



Performance Information

The following information is provided consistent with the Interlocal Agreement recorded in July 2018, between the City and Brevard County. In addition, Attachment 1 to this report includes the CRA audit report prepared by an independent auditor which certifies that TIF revenues have been lawfully expended consistent with Florida Statutes.

Total Projects*	
Started	1*
Completed	0

Jobs Created			
Sector	Construction	Hospitality	Total
Temporary	75	50	125
Full-time	0	25	25
Jobs Retained	n/a	n/a	

Assessed Property Value	
CRA Enactment	\$230M
Current	\$395M
Affordable Housing	0

*TownePlace Suites



Summary

The CRA continues to build forward momentum through the 2018-19 fiscal year as evidenced by a nine percent increase in its assessed value from the prior tax year.

The CRA is a tool for the City and property owners to help improve property values, business revenues and economic growth within the City of Cape Canaveral. The CRA strives to provide comprehensive support for the community, property owners and businesses. For more information, visit the CRA's webpage at **www.cityofcapecanaveral.org**.

You can learn about:

- Attending upcoming Board meetings;
- Minutes and agendas from prior meetings;
- Financial information for the CRA; and
- Contact information on how the CRA can help you.

All CRA Board meetings are open to the public and are held on a quarterly basis—unless cancelled due to no new business—in the Council Chambers at City Hall, 100 Polk Avenue. Please check the City Calendar at **www.cityofcapecanaveral.org** for meeting dates. We encourage you to attend!



CITY OF CAPE CANAVERAL, FLORIDA
CAPE CANAVERAL COMMUNITY REDEVELOPMENT
AGENCY SCHEDULE OF EXPENDITURES
SEPTEMBER 30, 2019

INDEPENDENT ACCOUNTANTS' REPORT

To the Honorable Mayor and City Council Members,
City of Cape Canaveral, Florida:

We have examined the City of Cape Canaveral, Florida's (the City) compliance pursuant to Section 163.387, Florida Statutes and the interlocal agreement between the City of Cape Canaveral, Florida (the City), the City of Cape Canaveral Community Redevelopment Agency (the CRA), and Brevard County, Florida (the County), as presented in the accompanying Cape Canaveral Community Redevelopment Agency schedule of expenditures (the Schedule), for the year ended September 30, 2019. Management of City of Cape Canaveral, Florida is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the CRA's expenditures as presented in the Schedule complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2019.



Daytona Beach, Florida
February 11, 2020

**CITY OF CAPE CANAVERAL, FLORIDA
CAPE CANAVERAL COMMUNITY REDEVELOPMENT AGENCY
SCHEDULE OF EXPENDITURES
FOR THE YEAR ENDED SEPTEMBER 30, 2019**

Expenditures

Operating:	
Legal fees	\$ 553
Administrative fees	15,706
Memberships and training	620
Capital outlay:	
Capital initiatives	326,487
Debt service transfers:	
Principal	569,358
Interest	116,276
Total expenditures	<u>\$ 1,029,000</u>

The accompanying notes to City of Cape Canaveral Community Redevelopment Agency Schedule of Expenditures are an integral part of this schedule.

CITY OF CAPE CANAVERAL, FLORIDA
NOTES TO CITY OF CAPE CANAVERAL COMMUNITY REDEVELOPMENT AGENCY SCHEDULE
OF EXPENDITURES
SEPTEMBER 30, 2019

(1) Reporting Entity and Basis of Accounting:

The Cape Canaveral Community Redevelopment Agency (the Cape Canaveral CRA) was created by Ordinance No. 23-2013 to account for the receipt and expenditure of property tax revenues from the tax increment financing district to support redevelopment in the designated community redevelopment area within the City of Cape Canaveral, Florida. Although legally separate, the City Council declared itself to be the Cape Canaveral CRA. Since the City is financially accountable for the activities of the Cape Canaveral CRA, its governing board is the same, and its relationship to the City is significant, its financial activities are reported on a blended basis as if it were part of the primary government as a major special revenue fund.

The Cape Canaveral CRA Schedule of Expenditures (the Schedule) is reported using the modified accrual basis of accounting and only represents the expenditures and transfers out of the CRA fund of the City and is not intended to present the financial position or activity of the City of Cape Canaveral, Florida, the financial position of the Cape Canaveral CRA, or any other fund in the City's financial statements.

(2) Debt Service Transfers:

The board approved the Cape Canaveral CRA assuming two debt instruments for projects within the district: a lift station originally paid by the Wastewater Fund and the Series 2017 Capital Improvement note for the Canaveral City Park and Cape Canaveral Cultural Arts Preservation Enrichment Center. The lift station project was fully paid by the Wastewater Fund while the Cape Canaveral CRA agreed to pay \$470,000 back to the Wastewater Fund over the course of ten years. The CRA paid to convert the original intended lift station repair project in the City's previous CIP to a new "Regional Lift Station" for purposes of increasing the capacity of the lift station in order to support future major redevelopment projects serviced by that lift station in the north sector of the City on the eastern side of A1A. One new major hotel has already opened in the CRA as a result of this project, and two additional hotel projects have been permitted that are likely to be serviced by this lift station in the future. The General Fund is currently paying the debt service on the Series 2017 note while the Cape Canaveral CRA agreed to assume the full amount of the debt service and transfers the annual required amounts back to the general fund.

The future Cape Canaveral CRA total debt service requirements are summarized as follows:

Year Ending September 30,	Principal	Interest	Total
2020	\$ 634,596	\$ 103,431	\$ 738,027
2021	647,527	90,323	737,850
2022	661,478	76,939	738,417
2023	674,448	63,280	737,728
2024	688,436	49,345	737,781
2025	695,047	35,114	730,161
2026	665,000	20,736	685,736
2027	679,000	6,960	685,960
Totals	\$ 5,345,532	\$ 446,128	\$ 5,791,660



2019

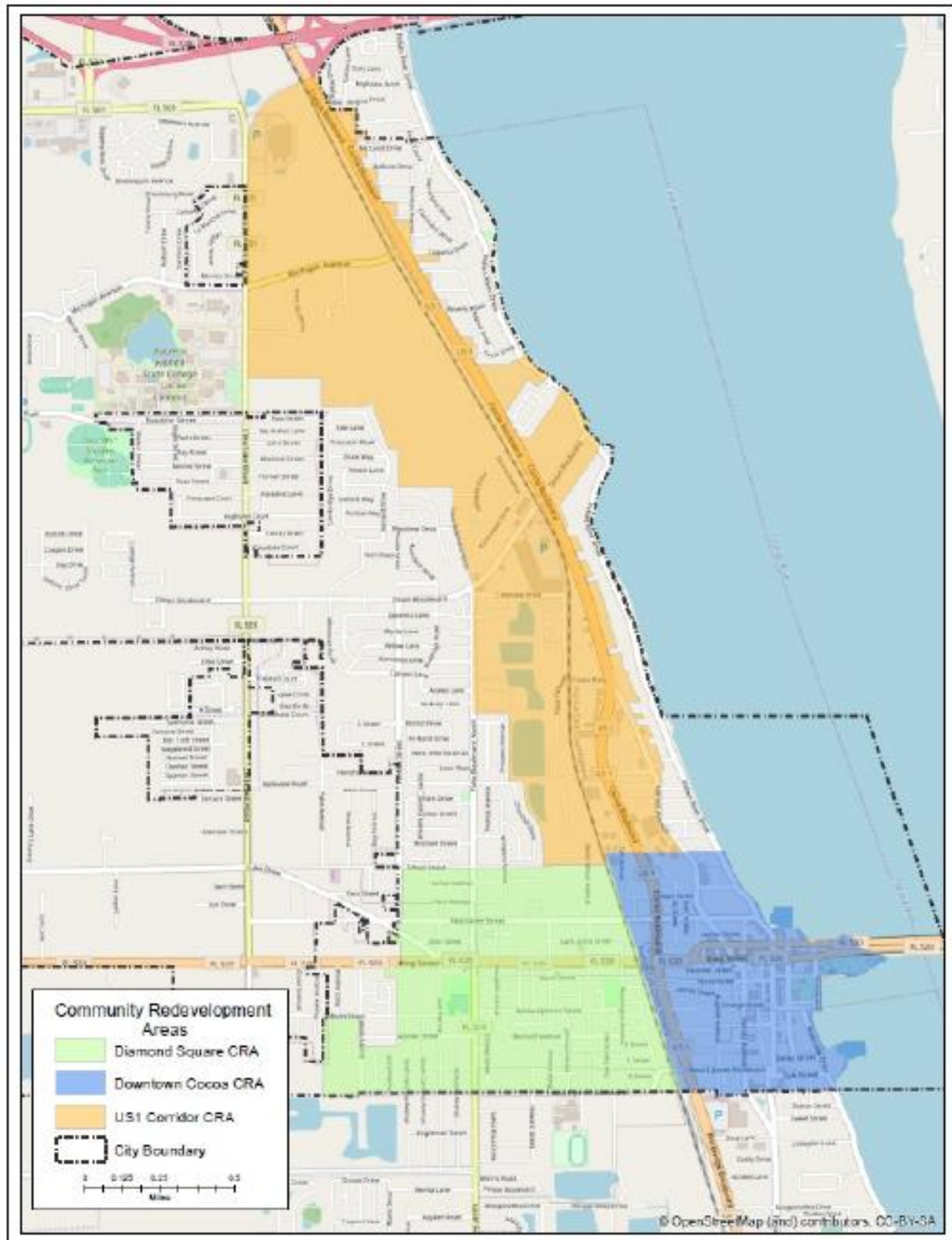
Community Redevelopment Agencies

ANNUAL REPORT

Table of Contents

<i>City of Cocoa CRA Boundaries.....</i>	<i>3</i>
<i>CRA Overview.....</i>	<i>4</i>
<i>2019 Highlights.....</i>	<i>5</i>
<i>Cocoa CRA.....</i>	<i>6</i>
<i>Diamond Square CRA.....</i>	<i>11</i>
<i>U.S. 1 CORRIDOR CRA.....</i>	<i>17</i>
<i>Financial Reports.....</i>	<i>20</i>
<i>Key Contacts.....</i>	<i>24</i>

CRA BOUNDARIES



OVERVIEW

Under Florida's Community Redevelopment Act (F.S. 163, Part III), the City of Cocoa established three Community Redevelopment Agencies (CRAs):



Cocoa CRA
City of Cocoa Ordinance
No. 10-81, April 14, 1981



DIAMOND SQUARE
REDEVELOPMENT AGENCY

Diamond Square CRA City of Cocoa Ordinance
No. 13-98, March 24, 1998 (delegated
authority by Brevard County BOCC)



US 1 Redevelopment Agency

U.S. 1 Corridor CRA
City of Cocoa
Ordinance No. 12-98,
March 24, 1998
(delegated authority
by Brevard County
BOCC)

Section 163.345, F.S., encourages the rehabilitation or redevelopment of the community redevelopment area by private enterprise and s. 163.287(6), F.S., governs the expenditures of redevelopment trust funds. Additionally, section 163.370 (2)(c), F.S., governs the community redevelopment and related activities that a CRA may undertake with the community redevelopment area. Consistent with Cocoa CRA's respective community redevelopment plans, agencies offer or have participated in the following general activities and programs:

- Infrastructure – engineering, design and construction
- Stormwater improvements
- Streetscape design and construction
- Affordable and workforce housing development
- Land acquisition, development and redevelopment through public/private partnerships
- Community policing programs and partnerships
- Commercial façade grants

Each CRA is responsible for developing and implementing its own Community Redevelopment Plan that addresses the unique needs of the targeted area. The plans include specific examples of how the approved community redevelopment plan will benefit and has already benefitted, the purpose for which the special district was created, and the overall goals for the redevelopment area.

The overall goal of each CRA is to reduce and eliminate slum and blight conditions, promote private investment and economic development and enhance property values within the CRA's area. The perception of "image" is a driving force that impacts the level of investment in a community. The projects within the CRA play a strong role in enhancing the image and build the sales tax business income tax and real estate tax base for Brevard County and the State of Florida.

Redevelopment activities in the Community Redevelopment Plan are funded primarily by tax increment financing (TIF), leveraged with public funds to promote private sector activity in the targeted area. CRA's may also issue debt or revenue bonds to fund projects as well.

Since the City of Cocoa is financially accountable for the activities of the Cocoa CRA, the Diamond Square CRA and the US1 Corridor CRA, we have prepared this report in accordance with F.S. 163.356(3)(C). All financial activities of the CRA's are in accordance with the provisions of the Community Redevelopment Act and governed by the City of Cocoa Financial Operations Manual as well as reported in the City of Cocoa Annual Budget, Audited Statements and the City of Cocoa Comprehensive Annual Financial Report (CAFR).

Our Fiscal Year is October 1 through September 30 of each year. This report is for the period of October 1, 2018 through September 30, 2019 (Fiscal Year 2019).

COCOA CRA

The Cocoa CRA is generally bounded on the northern boundary by Mitchell Street, with the western boundary at the Florida East Coast Railroad, eastern boundary along the western shoreline of the Indian River Lagoon and the southern boundary at Rosa L. Jones Dr.

The Cocoa CRA was established through City of Cocoa Ordinance No. 10-81 and is governed by a seven member board.

In 2008, the Cocoa CRA approved the Cocoa Waterfront Master Plan and implementation strategy for the Cocoa CRA with particular focus on improving the activity and connectivity of the waterfront. With the devastation to the Cocoa Waterfront brought on by Hurricane Irma, the Cocoa CRA Board felt compelled to cast a new vision for the waterfront. The result was a 2018 Waterfront Master Plan Update and Cocoa CRA Update which will guide the CRA and the City of Cocoa in the rebuilding of existing waterfront infrastructure, the development of new amenities and addressing waterfront resiliency and sustainability. The implemented plans will result in an important social and economic center and serve as a catalyst for redevelopment activity and business growth.

COCOA CRA BOARD MEMBERS

Mayor Jake Williams – Chairperson

Deputy Mayor Alex Goins – Vice Chairperson

Councilmember Brenda Warner – Board Member

Councilmember Don Boisvert – Board Member

Councilmember Lorraine Koss – Board Member

Captain Ed Lanni – Board Member

Janne Etz – Board Member

CRA BOARD MEETINGS

2ND Wednesday of each month at 5:00pm in the City Council Chambers

TERM/MEMBERS

Five members of City Council and two members appointed by the City Council

Terms – Two members appointed for 4 years and Council members change due to election

COCOA CRA

PROJECTS

Lee Wenner Park Boat Slip Construction and T-Dock Expansion (CRA Plan Page 58)

In Fiscal Year 2019, the Cocoa CRA embarked on a multi-year project to design and construct new boat slips and expand the T-Dock in Lee Wenner Park. The damage caused by Hurricane Irma created an opportunity to redesign the waterfront to better serve the community. The new boat slips will provide boaters anchored in the Indian River Lagoon to tie up their small dinghy vessels and visit Historic Cocoa Village for the day. The expansion of the T-Dock will allow for larger vessels to dock. These new boat slips, dinghy docks and large vessel tie ups will be constructed of more resilient concrete floating docks and landings. Additionally, new sidewalks along Lee Wenner Park will provide access to these structures. With a commitment from the Cocoa CRA, the City of Cocoa and grant funding from the Florida Inland Navigation District (FIND), this project will provide future boating opportunities in Cocoa Village for years to come.



Florida Avenue Cocoa Village Gateway Entry Feature (CRA Plan Page 58)

The Cocoa CRA developed the property at 6 Forrest Avenue into a gateway entry feature to create an enhanced entryway into Historic Cocoa Village. In FY 2019, the Cocoa CRA Board approved the conceptual design of the Gateway Entry Feature which was designed from entries submitted from the public. The design and engineering phase of the project completed in FY 2019 and an RFP was issued for construction in FY 2020.



Lee Wenner Park Security and Safety Enhancements (CRA Plan Page 60)

During Fiscal Year 2019, the Cocoa CRA funded several security and safety enhancements to assist with Community Policing efforts throughout Lee Wenner Park.

COCOA CRA

REDEVELOPMENT ACTIVITY

603 Brevard Avenue

In 2019, the Cocoa CRA entered into a Redevelopment Agreement with Lodging Decisions, Inc. to design and construct a hotel on the existing site. The developer is currently in the process of preliminary design to move to the next phase, entering into a Development Agreement with the City of Cocoa.



YEARLY HIGHLIGHTS

The Cocoa CRA welcomed 48 new businesses to the area, creating a total of 95 full-time jobs and 29 part-time jobs.

\$28,797 was awarded in Commercial Façade Improvement Program Grants, leveraging \$77,898 in private sector capital investment. A ROI of \$3 for every \$1 of TIF invested.

Business	Address	Total Award	Total Project Cost
Rec 225	225 King Street	\$10,000	\$69,000
Aquarian Cultural Center	238 Peachtree Street	\$8,797	\$17,595
Ossorio Bakery & Cafe	316 Brevard Avenue	\$10,000	\$44,600

YEARLY EVENTS

Cocoa Village hosted more than 70 events in FY 2019 attracting more than 100,000 visitors and assuming more than \$2,000,000 in indirect spending in Cocoa Village (Cocoa CRA did not provide financial contributions to events in Cocoa Village).

- City of Cocoa 4th of July Celebration
- Central Florida Car Show
- Historic Cocoa Village Association Arts and Craft Fair
- Cocoa Village Mardi Gras
- Historic Cocoa Village Association Sip and Stroll
- Cocoa and Brevard County Holiday Parade
- City of Cocoa Movies in the Park
- Cocoa Main Street Farmer's Market
- Keep Brevard Beautiful Trash Bash
- Space Coast Marathon and Half Marathon

COMMUNITY REDEVELOPMENT GOALS

The Cocoa CRA focused on many of its goals as set forth in the 2018 Cocoa CRA Redevelopment Plan Update.

Economic Development – Goal V (Page 72): Maintain the unique and positive character of the sub-districts while promoting economic vitality of each. In progress

Economic Development – Goal VI (Page 73): Market the CRA as a major destination point in the Central Florida Region. In progress

Future Land Use – Goal IX (Page 74): Provide aesthetic improvements and way-finding measures to increase the sense of community identity. In progress

Transportation – Goal XI (Page 75): Create a safe efficient traffic circulation system which provides sufficient access by all modes of transportation between activity centers within the CRA and the balance of the community. In progress

Transportation – Goal XII (Page 76): The CRA shall support the development of parking strategies to support the transportation goals. In progress

Public Facilities and Services – Goal XIV (Page 76): Provide necessary public facilities as acceptable levels of service to accommodate existing needs as well as new demands as proposed development occurs with the CRA. In progress

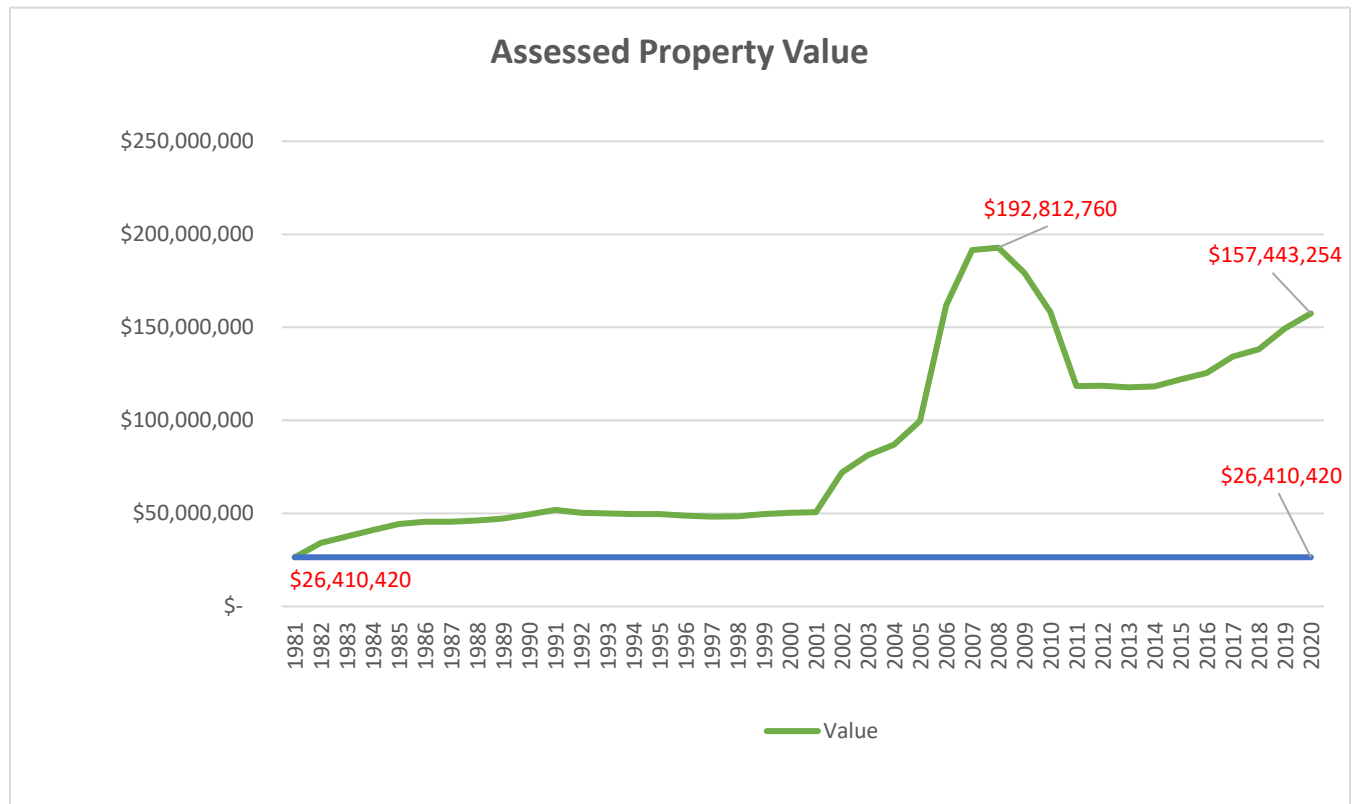
Coastal – Goal XV (Page 77): The natural resources of the City's CRA coastal planning area shall be preserved, protected or enhanced to provide the highest possible water quality, habitat for fish and wildlife and use for public recreation. In progress

Recreation and Open Space – Goal XVI (Page 78): Establish parks, recreation, open space and beautification efforts to create an identifiable character for the redevelopment area which will reflect a pleasant appealing atmosphere for working, shopping, touring and residing in the district. In progress

PERFORMANCE DATA

Amount of payment to redevelopment trust fund in prior year	\$698,327.00
Prior year operating millage levy from Form DR-420, Line 10	5.9790%
Taxes levied on prior year tax increment value	\$735,081.00
Prior year payment as proportion of taxes levied on increment value	95.00%
Dedicated increment value	\$124,481,192.00
Actual expended increment revenue	\$791,149.00 (unaudited)

ASSESSED PROPERTY VALUE



Increase in tax increment value over prior fiscal year: \$7,702,017

TAXABLE INCREMENT VALUE

1.Current Year Taxable Value in CRA	\$157,056,184.00
2.Base Year Taxable Value in CRA	\$26,410,420.00
3.Current Year Tax Increment Value	\$130,645,764.00
4.Prior year Final taxable value in the tax increment area	\$149,354,167.00
5.Prior year tax increment value (Line 4 minus Line 2)	\$122,943,747.00

DIAMOND SQUARE CRA

The Diamond Square CRA is generally bounded by the southern border of the City and encompasses the area bounded by Pineda Street on the west, School Street on the north, the Florida East Coast Railroad on the east, and Rosa L. Jones Drive on the south. The Diamond Square CRA was established through City of Cocoa Ordinance No. 13-98 and is governed by a seven member board.

In 1998, the Diamond Square CRA Board approved the Diamond Square Community Redevelopment Plan. In 2014, the Diamond Square CRA Board approved the Diamond Square Redevelopment Plan Update (this plan is awaiting approval by the Brevard County BOCC). The plan is set to go before the Brevard County BOCC in Fiscal Year 2020 for adoption. In addition, an Interlocal Agreement between the Agency, the City of Cocoa and the Brevard County BOCC is currently set for approval in Fiscal Year 2020.

The Diamond Square CRA currently has no outstanding indebtedness.

DIAMOND SQUARE CRA BOARD MEMBERS

Tracy Moore – Chairperson

Delores Martin – Vice Chairperson

Jewel Collins – Board Member

Ed Jones – Board Member

Larry Robinson – Board Member

Sylvia Thomas – Board Member

DIAMOND SQUARE CRA BOARD MEETINGS

3RD Monday of each month at 6:00pm in the City Council Chambers

TERM/MEMBERS

All members appointed by City Council

Terms – members currently do not have term limits imposed upon them

DIAMOND SQUARE CRA

PROJECTS

Habitat for Humanity Female Veteran's Home Build Project (CRA Plan Page 17)

Championed by the Diamond Square Community Redevelopment Agency (CRA) and Staff, Diamond Square CRA granted Habitat for Humanity of Brevard County (HFHBC) six lots (\$30,000) and \$10,000 cash for each lot for homes to be built on Whaley Street. These homes will be constructed for low-income, female veterans who live in Brevard County to move to Cocoa and own their home. The \$60,000 of Agency funds will assist Habitat with the site preparations. Ground breaking ceremonies were held on two of the homes in 2019 and one home is nearing completion. In addition, Habitat is building homes in the Diamond Square CRA not associated with this project, but as part of the home ownership program in our community.



Dr. Joe Lee Smith Community Center (CRA Plan Page 21)

Currently located at 419 Washington Street, the existing center is outdated and lacks the space required for the community services needed in Diamond Square CRA. A significantly updated community is being constructed on the property, adjacent to the current facility. Through a partnership with the Diamond Square CRA, the City of Cocoa, Brevard County and the Department of Housing and Urban Development, this facility will become a reality in 2020. The new center will house a full-size basketball court, a community room, a full-service kitchen and Brevard County Community Action Team, who will provide training and services to the residents in the neighborhood.



Community Policing Efforts (CRA Plan Page 22)

The Cocoa Community First and Cocoa Police Department host a Cops and Kids Camp each summer to bridge the gap between law enforcement and the youth in Diamond Square. The Diamond Square CRA funds part of this camp to ensure a positive focus on community involvement, education, awareness and safety. The officers and the children spend the summer weeks touring area attractions, learning new skills and enjoying positive interactions that keep them busy and help develop productive life skills.



Role Model and Mentoring Programs (CRA Plan Page 24)

The Alliance for Neighborhood Restoration (ANR) and the Cocoa Police Athletic League (Cocoa PAL) are influential leaders in the community, providing role modeling and mentoring programs for the youth in Diamond Square. Actively engaging in mentoring shows positive changes in young people's performance and behavior. Mentoring enables the youth to feel connected to their community by getting involved with adult volunteers. Programs offered by ANR and Cocoa PAL include workforce development, sports activities, youth leadership, life skills training, tutoring and community events.



YEARLY HIGHLIGHTS

The Diamond Square CRA welcomed 14 new businesses to the area, creating a total of 40 full-time jobs and 26 part-time jobs.

The Diamond Square CRA \$20,000 partnership with the Alliance for Neighborhood Restoration (ANR), allowed 50 youth in the CRA to participate in Youth Employment and Youth Leadership training throughout the year. In addition, the Diamond Square CRA sponsored the community policing initiative, the Cocoa Police Athletic League (Cocoa PAL), for \$4,500.

YEARLY EVENTS

The Diamond Square CRA IS home to a number of annual events (no support provided for these events).

- ANR Car Wash Fundraiser
- PAL Academy Holiday Social
- ANR Community Resource Fair
- ANR Local Basketball Games
- Keep Brevard Beautiful Trash Bash
- PAL Open House
- Youth Leadership Council Bahamas Relief Project
- Family Night Out Programs
- Annual Fall Festival
- Community Cleanup Projects

COMMUNITY REDEVELOPMENT GOALS

The Diamond Square CRA achieved many of its goals as set forth in the 2014 Diamond Square CRA Redevelopment Plan Update.

Goal 1 – Enhance streetscapes and pedestrian connectivity (Pages 13-15)

- SR520 landscape enhancements – complete
- Peachtree Street Complete Street – complete
- Transportation terminus (SCAT) in DSCRA – complete
- South Fiske Blvd. landscaping and mid-block crossing – in progress

Goal 2 – Increase partnerships with housing developments (Pages 15-17)

- Housing Authority of the City of Cocoa curb appeal – in progress
- Finance and home ownership programs – in progress

Goal 3 – Create Neighborhood Gateways (Pages 18-20)

- Neighborhood entry signage and historical/cultural significance – in progress
- Street tree planting – in progress
- Sidewalk system infill and improvements – in progress
- Stormwater and infrastructure – in progress

Goal 4 – Explore the feasibility of creating new community-based centers (Pages 21-22)

- Joe Lee Smith Center upgrades and/or reconstruction – complete in May 2020
- Programs and partners for kids – in progress

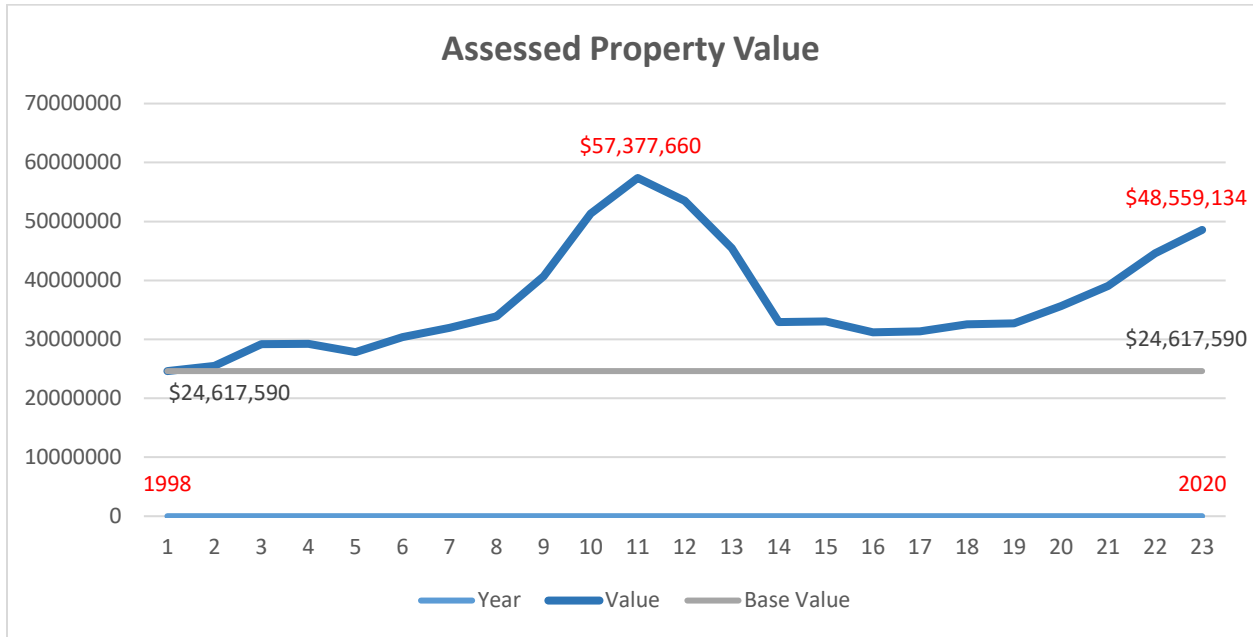
Goal 5 – Enhance support for community-based organizations and educational institutions (Pages 23-24)

- Safe routes to school/pedestrian network – in progress
- Role model and mentoring programs – in progress

PERFORMANCE DATA

Amount of payment to redevelopment trust fund in prior year	\$113,654.00
Prior year operating millage levy from Form DR-420, Line 10	5.979%
Taxes levied on prior year tax increment value	\$119,635.00
Prior year payment as proportion of taxes levied on increment value	9500%
Dedicated increment value	\$22,744,647.00
Actual expended increment revenue	\$125,611.00
Total Low and Moderate Housing Expended	\$90,000.00

ASSESSED PROPERTY VALUE



Increase in tax increment value over prior fiscal year: \$3,932,286

TAXABLE INCREMENT VALUE

1.Current Year Taxable Value in CRA	\$48,559,134.00
2.Base Year Taxable Value in CRA	\$24,617,590.00
3.Current Year Tax Increment Value	\$23,941,544.00
4.Prior year Final taxable value in the tax increment area	\$44,626,848.00
5.Prior year tax increment value (Line 4 minus Line 2)	\$20,009,258.00

U.S. 1 CORRIDOR CRA

The US 1 Corridor CRA (Community Redevelopment Area) is generally bounded by the southwestern intersection of School Street and Fiske Boulevard east to US1 and north with the western boundary along Fiske Boulevard and the northern boundary at Clearlake Road. The US1 CRA was established through City of Cocoa Ordinance No. 12-98 and is governed by a 7-member board. Subsequently, in 1998, the US1 Corridor CRA approved the US1 Corridor Master Plan.

Based on the Interlocal US1 CRA Streetscape Loan Agreement with the City of Cocoa, the CRA has dedicated its Tax Increment Financing (TIF), less minor operating costs, to the City for repayment of the US 1 Widening Streetscape debt - \$336,814 budgeted in Fiscal Year 2019 for the loan payment to the City of Cocoa for the US 1 Widening Streetscaping debt.

In Fiscal Year 2019, the City entered into an Interlocal Agreement with Brevard County Board of County Commissioners to sunset the US1 CRA on or before September 30, 2020. The City agreed, as part of this Interlocal agreement to return the TIF revenue contributed by Brevard County to the County General Fund (\$182,050). The US1 Corridor CRA's total level of indebtedness is \$198,985, all of which will be paid in FY 2020.

US 1 CORRIDOR CRA BOARD MEMBERS

Richard Loudon – Chairperson

Laura J. Houston – Vice Chairperson

Curt Chandler – Board Member

James McCarthy – Board Member

Thomas H. Yardley – Board Member

Deva Thomas – Board Member

US 1 CORRIDOR CRA BOARD MEETINGS

Quarterly meetings at 6:15pm in the City Council Chambers

TERM/MEMBERS

All members appointed by City Council

The US 1 Corridor CRA will sunset on or before September 30, 2020

U.S. 1 CORRIDOR CRA

COMMUNITY REDEVELOPMENT GOALS

The US 1 Corridor CRA achieved many of its goals as set forth in the 1998 US Corridor Redevelopment Master Plan.

Goal 1 – Enhance streetscapes

- US 1 Streetscaping – complete

Goal 2 – Parks and Greenspace development

- Creation of Bracco Pond Park – complete

Goal 3 – Redevelopment and Affordable Housing

- Development of Clearlake Isles – Senior Affordable Housing - complete

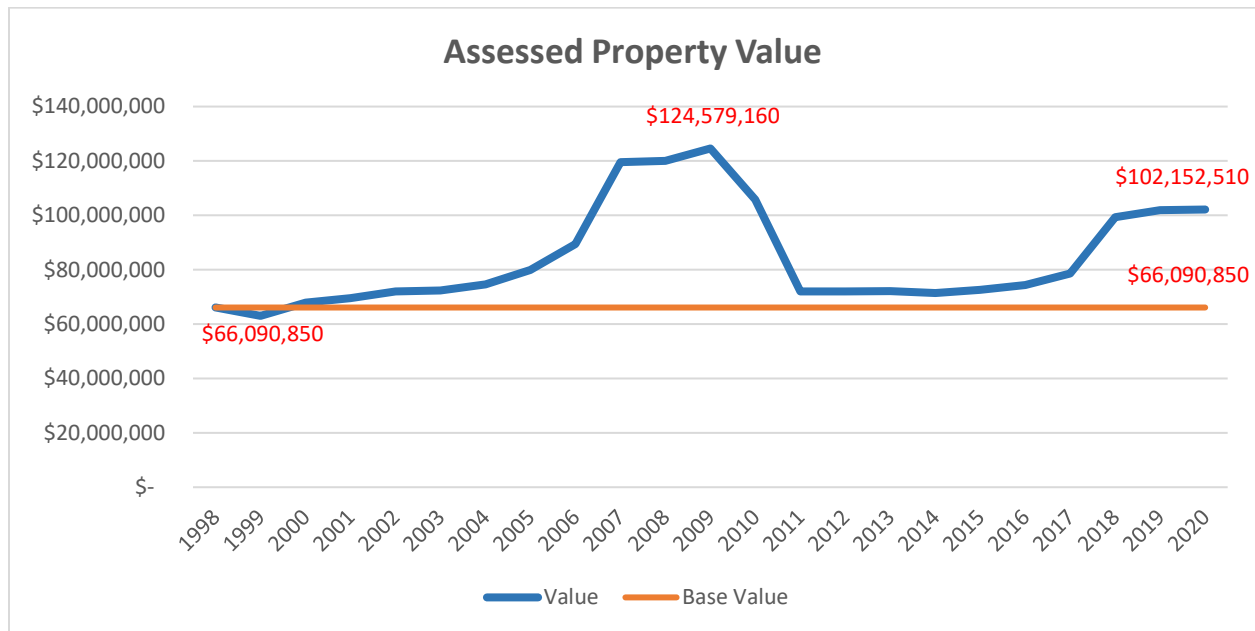
YEARLY HIGHLIGHTS

The US 1 Corridor CRA welcomed 19 new businesses to the area, creating a total of 59 full-time jobs and 33 part-time jobs.

PERFORMANCE DATA

Amount of payment to redevelopment trust fund in prior year	\$189,005.00
Prior year operating millage levy from Form DR-420, Line 10	5.979%
Taxes levied on prior year tax increment value	\$198,953.00
Prior year payment as proportion of taxes levied on increment value	9500%
Dedicated increment value	\$34,258,577.00
Actual expended increment revenue	\$341,901.00
Total Low and Moderate Housing Expended	-

ASSESSED PROPERTY VALUE



Increase in tax increment value over prior fiscal year: \$2,786,420

TAXABLE INCREMENT VALUE

1.Current Year Taxable Value in CRA	\$102,152,510.00
2.Base Year Taxable Value in CRA	\$66,090,850.00
3.Current Year Tax Increment Value	\$36,061,660.00
4.Prior year Final taxable value in the tax increment area	\$99,366,090.00
5.Prior year tax increment value (Line 4 minus Line 2)	\$33,275,240.00

FINANCIALS*

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual - Cocoa Redevelopment Agency
Year Ended September 30, 2018

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Intergovernmental	\$ 1,391,665	\$ 1,391,665	\$ 1,185,970	\$ (205,695)
Investment Earnings	-	-	2,677	2,677
Miscellaneous	39,027	39,027	39,027	-
Total revenues	<u>1,430,692</u>	<u>1,430,692</u>	<u>1,227,674</u>	<u>(203,018)</u>
Expenditures:				
Economic development:				
Personal services	64,089	64,089	52,177	11,912
Operating expenditures	303,125	348,815	243,786	105,029
Aids to government agency	50,000	22,090	15,000	7,090
Capital outlay	919,000	901,220	477,717	423,503
Total expenditures	<u>1,336,214</u>	<u>1,336,214</u>	<u>788,680</u>	<u>547,534</u>
Excess (deficiency) of revenues over (under) expenditures	94,478	94,478	438,994	344,516
Transfers out	<u>(94,478)</u>	<u>(94,478)</u>	<u>(94,476)</u>	<u>2</u>
Other financing sources	<u>(94,478)</u>	<u>(94,478)</u>	<u>(94,476)</u>	<u>2</u>
Net change in fund balance	-	-	344,518	344,518
Fund balances, beginning of year	<u>945,976</u>	<u>945,976</u>	<u>945,976</u>	<u>-</u>
Fund balances, end of year	<u><u>\$ 945,976</u></u>	<u><u>\$ 945,976</u></u>	<u><u>\$ 1,290,494</u></u>	<u><u>\$ 344,518</u></u>

*The most recent audit report of the Cocoa Redevelopment Agencies as required in s. 163.387(8) is the 2018 Cocoa CAFR, year ended September 30, 2018. The Redevelopment Agencies will publish the FY2019 audit report within 45 days after completion.

City of Cocoa, Florida
Statement of Revenues, Expenditures and
Changes in Fund Balances - Governmental Funds
Year Ended September 30, 2018

	General Fund	Cocoa Redevelopment Agency	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:					
Taxes	\$ 7,226,518	\$ -	\$ -	\$ 570,938.00	\$ 7,797,456
Licenses, permits, and fees	3,307,073	-	-	815,611	4,122,684
Intergovernmental	3,346,176	1,185,970	-	810,550	5,342,696
Charges for services	11,376,107	-	-	-	11,376,107
Fines and forfeitures	34,056	-	-	9,587	43,643
Investment earnings	65,030	2,677	2,805	3,013	73,525
Miscellaneous	1,197,610	39,027	-	32,875	1,269,512
Total revenues	26,552,570	1,227,674	2,805	2,242,574	30,025,623
Expenditures:					
Current:					
General government	11,940,914	-	-	-	11,940,914
Public safety	14,249,945	-	-	-	14,249,945
Economic development	374,080	307,544	-	321,731	1,003,355
Recreation	1,231,144	-	-	-	1,231,144
Physical environment	2,100,555	-	97,892	-	2,198,447
Transportation	621,326	-	-	-	621,326
Capital outlay	2,307,386	477,717	4,416,551	8,871	7,210,525
Debt service:					
Principal	32,910	-	-	1,052,000	1,084,910
Interest	-	-	-	700,618	700,618
Total expenditures	32,858,260	785,261	4,514,443	2,083,220	40,241,184
Excess (deficiency) of revenues over (under) expenditures	(6,305,690)	442,413	(4,511,638)	159,354	(10,215,561)
Other Financing Sources (Uses):					
Transfers in	7,435,272	-	472,872	82,559	7,990,703
Transfers out	(621,682)	(94,476)	(100,000)	-	(816,158)
Proceeds from sales of capital assets	23,773	-	-	-	23,773
Capital lease	101,472	-	-	-	101,472
Total other financing sources (uses)	6,938,835	(94,476)	372,872	82,559	7,299,790
Net change in fund balances	633,145	347,937	(4,138,766)	241,913	(2,915,771)
Fund Balances, Beginning of Year	32,178,345	945,976	5,855,398	1,020,614	40,000,333
Fund Balances, End of Year	\$ 32,811,490	\$ 1,293,913	\$ 1,716,632	\$ 1,262,527	\$ 37,084,562

City of Cocoa, Florida
Balance Sheet - Governmental Funds
September 30, 2018

	General Fund	Cocoa Redevelopment Agency	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents	\$ 25,739,041	\$ 2,336,036	\$ 1,053,161	\$ 414,448	\$ 29,542,686
Investments	7,768,399	-	-	561,782	8,330,181
Accounts receivable, net	1,060,341	-	-	308,174	1,368,515
Accounts receivable earned, but not billed	65,811	-	-	-	65,811
Interest receivable	34,894	224	69	2,555	37,742
Tax receivable	34,639	-	-	-	34,639
Due from other funds	54,458	-	54,320	-	108,778
Due from other governments	555,656	-	-	5,242	560,898
Inventory	54,048	-	-	-	54,048
Prepaid items	346,452	4,915	-	-	351,367
Deposits	-	4,350	-	-	4,350
Deferred charges	-	1,500,000	-	-	1,500,000
Other receivable	-	271,891	-	-	271,891
Advance to other funds	1,367,557	-	788,135	-	2,155,692
Total assets	<u>\$ 37,081,296</u>	<u>\$ 4,117,416</u>	<u>\$ 1,895,685</u>	<u>\$ 1,292,201</u>	<u>\$ 44,386,598</u>
Liabilities:					
Liabilities					
Accounts payable	\$ 1,725,035	\$ 283,792	\$ 179,053	\$ 493	\$ 2,188,373
Accrued payroll and related liabilities	557,176	3,350	-	865	561,391
Unearned revenue	344,950	-	-	-	344,950
Due to other funds	-	108,778	-	-	108,778
Due to other governments	2,574	-	-	-	2,574
Escrow deposits	1,278	-	-	25,878	27,156
Other liabilities	112,418	-	-	-	112,418
Advance from other funds	-	2,155,692	-	-	2,155,692
Total liabilities	<u>2,743,431</u>	<u>2,551,612</u>	<u>179,053</u>	<u>27,236</u>	<u>5,501,332</u>
Deferred Inflows of Resources:					
Deferred inflows - sale of building	1,500,000	-	-	-	1,500,000
Deferred inflows - unavailable grant revenue	26,375	-	-	2,438	28,813
Deferred inflow - Whitley Marina settlement revenue	-	271,891	-	-	271,891
Total deferred inflows of resources	<u>1,526,375</u>	<u>271,891</u>	<u>-</u>	<u>2,438</u>	<u>1,800,704</u>
Fund Balances:					
Nonspendable	1,768,057	4,915	-	-	1,772,972
Restricted	-	1,288,998	-	1,262,527	2,551,525
Committed	11,400,743	-	1,716,632	-	13,117,375
Assigned	14,494,250	-	-	-	14,494,250
Unassigned	5,148,440	-	-	-	5,148,440
Total fund balances	<u>32,811,490</u>	<u>1,293,913</u>	<u>1,716,632</u>	<u>1,262,527</u>	<u>37,084,562</u>
Total liabilities and fund balances	<u>\$ 37,081,296</u>	<u>\$ 4,117,416</u>	<u>\$ 1,895,685</u>	<u>\$ 1,292,201</u>	<u>\$ 44,386,598</u>

City of Cocoa, Florida
Statement of Net Position
September 30, 2018

	Primary Government			Component Units	
	Governmental Activities	Business-Type Activities	Total	Diamond Square Redevelopment Agency	U.S. 1 Corridor Redevelopment Agency
Assets:					
Cash and cash equivalents	\$ 31,347,621	\$ 5,423,516	\$ 36,771,137	\$ 180,635	\$ 15,039
Investments	11,373,669	16,233,003	27,606,672	-	-
Receivables	1,369,489	7,914,176	9,283,665	17	19
Receivables, earned but not billed	65,811	5,331,317	5,397,128	-	-
Interest receivable	51,564	138,897	190,461	-	-
Tax receivable	34,639	-	34,639	-	-
Due from other governments	560,898	-	560,898	-	-
Deposits	4,350	-	4,350	-	-
Inventory	54,048	934,098	988,146	-	-
Prepaid items	501,681	239,691	741,372	4,826	4,390
Restricted assets:					
Cash and cash equivalents	-	4,171,182	4,171,182	-	-
Investments	-	15,475,542	15,475,542	-	-
Other receivable	271,891	-	271,891	-	-
Capital assets:					
Land	6,876,215	2,919,197	9,795,412	181,192	286,391
Buildings	25,865,248	10,918,043	36,783,291	-	-
Improvements other than buildings	-	343,637,981	343,637,981	-	-
Machinery and equipment	16,430,915	24,407,342	40,838,257	-	-
Infrastructure	71,793,763	-	71,793,763	430,362	692,313
Intangibles	2,123,750	2,707,027	4,830,777	-	-
Construction in progress	679,916	34,960,230	35,640,146	-	-
Less accumulated depreciation	(75,273,892)	(209,564,952)	(284,838,844)	(72,687)	(140,606)
Total assets	94,131,576	265,846,290	359,977,866	724,345	857,546
Deferred Outflows of Resources:					
Deferred outflows related to refundings	-	2,160,243	2,160,243	-	-
Deferred outflows related to pensions	7,471,926	3,527,271	10,999,197	-	-
Deferred outflows related to OPEB	763,218	518,192	1,281,410	-	-
Total deferred outflows of resources	8,235,144	6,205,706	14,440,850	-	-
Liabilities:					
Accounts, contracts and retainage payable	2,222,419	12,900,683	15,123,102	18,611	-
Accrued payroll and related liabilities	561,391	273,361	834,752	884	375
Accrued interest payable	-	159,051	159,051	-	-
Due to other governments	2,574	8,152	10,726	-	-
Payable from restricted assets:					
Customer and developer escrow deposits	-	2,420,765	2,420,765	-	-
Escrow deposits	27,156	1,644,475	1,671,631	-	-
Unearned revenue	344,950	-	344,950	-	-
Other liabilities	112,418	-	112,418	-	-
Noncurrent liabilities:					
Due within one year:					
Revenue bonds payable	470,000	2,940,000	3,410,000	-	-
Notes payable	611,000	-	611,000	-	-
Capital lease	32,910	-	32,910	-	-
State revolving loans payable	-	2,014,283	2,014,283	-	-
Accrued claims payable	2,359,650	-	2,359,650	-	-
Compensated absences	498,892	250,556	749,448	-	-
Due in more than one year:					
Revenue bonds payable	15,940,421	52,845,387	68,785,808	-	-
Notes payable	2,492,000	-	2,492,000	-	-
Capital lease	35,652	-	35,652	-	-
State revolving loans payable	-	15,938,159	15,938,159	-	-
Accrued claims payable	2,361,000	-	2,361,000	-	-
Total OPEB liability	20,586,425	13,319,026	33,905,451	-	-
Compensated absences	658,276	332,816	991,092	-	-
Net pension liability	18,799,895	8,525,435	27,325,330	-	-
Total liabilities	68,117,029	113,572,149	181,689,178	19,495	375
Deferred Inflows of Resources:					
Deferred inflows related to pensions	3,480,998	1,604,740	5,085,738	-	-
Deferred inflows related to OPEB	972,076	636,465	1,608,541	-	-
Total deferred inflows of resources	4,453,074	2,241,205	6,694,279	-	-
Net Position:					
Net investment in capital assets	28,913,932	138,261,322	167,175,254	538,867	838,098
Restricted for:					
Public safety	131,598	-	131,598	-	-
Housing assistance	564,392	-	564,392	-	-
Debt service	-	5,123,716	5,123,716	-	-
Renewal and replacement	-	6,104,227	6,104,227	-	-
Unrestricted	186,695	6,749,377	6,936,072	165,983	19,073
Total net position	\$ 29,796,617	\$ 156,238,642	\$ 186,035,259	\$ 704,850	\$ 857,171

KEY CONTACTS

City of Cocoa Office of Economic Development
65 Stone Street
Cocoa, FL 32922
www.ChooseCocoa.org

Matthew Fuhrer – Interim City Manager
321-433-8737
mfuhrer@cocoafl.org

Nancy A. Bunt – Community Services Director
321-433-8511
nbunt@cocoafl.org

Charlene Neuterman – Deputy Community Services Director
321-433-8509
cneuterman@cocoafl.org

Angela Essing – Economic Development Manager
321-433-8522
aessing@cocoafl.org

Downtown Cocoa Beach



Prepared by: CRA Administrator and City of Cocoa Beach Finance Department.
March 2020

ANNUAL REPORT

2019

Community Redevelopment Agency Board



Mike Miller

Skip Williams

Ben Malik

Karalyn Woulas

Ed Martinez

CRA Board Members:

Commissioner Mike Miller

Skip Williams

Mayor Ben Malik

Karalyn Woulas

Vice Mayor Ed Martinez

City of Cocoa Beach

City Manager James McKnight

Asst. City Manager/CFO Eileen Clark

CRA Staff:

General Counsel Vose Law Firm

Administrator Melissa Byron

Registered Agent and City Clerk

Loredana Kalaghchy



In accordance with City of Cocoa Beach Charter Section 6.06, on January 29, 2008, the electorate of the City voted to authorize establishment of a Downtown Community Redevelopment Agency (CRA).

Redevelopment Plan Purpose:

- ⇒ Serve to eliminate and reduce blight
- ⇒ Establish community policing to encourage compliance with established community standards
- ⇒ Provide and encourage the expansion of storm water systems and improvements to infrastructure
- ⇒ Provide and support improvement of the roadway network and promote pedestrian and bicycle safe infrastructure
- ⇒ **Provide and encourage improvements to parking**
- ⇒ Provide and encourage improvements to landscaping and streetscape
- ⇒ Encourage and provide incentives for appropriate economic development
- ⇒ Encourage and foster the development of activities which impact our culture and the quality of life
- ⇒ Any and all additional programs, projects, and activities which may be identified by the DCBCRA that is consistent with this comprehensive community Redevelopment Plan

AN OVERVIEW



The Community Redevelopment Agency is a public entity established under the guidelines for the Community Redevelopment Act (Chapter 163, Part III, Florida Statutes) to implement community redevelopment activities. A Community Redevelopment Agency (CRA) is a dependent taxing district established by City government for the purpose of carrying out redevelopment activities that include reducing or eliminating blight, improving the tax base, and encouraging public and private investments in the redevelopment area.

In Cocoa Beach, the CRA Board has been determined to be the City Commission. No other governance structure, such as an Advisory Board, has been created.

To implement the purposes of the Downtown Community Redevelopment Agency, the Board and the City have entered into an interlocal agreement authorizing the use of City staff and City resources for the creation of the required Redevelopment Plan for the downtown area. The Board has agreed not to exceed 10% of CRA increment funds for Administration expenses.

The City Commission adopted Resolution No. 2012-13 on May 17, 2012. The process toward adoption of the plan was in accordance with Florida Statutes Chapter 163.360. The Plan was adopted following a review and recommendation by the City's Planning Board (local planning agency) as to the Plan's conformity with the City's comprehensive plan.

Brevard County Commission signed an Interlocal Agreement with the Downtown Cocoa Beach Community Redevelopment Agency to continue with the CRA and the building of a parking garage.



Redevelopment Plan

The Redevelopment Plan outlines the steps to revitalize Downtown Cocoa Beach and maximize its future competitive advantage. The general premise of the plan seeks to:

- Promote a more walkable Village Center
- Support economic stability
- Promote and enhance the “surfing village” resort uses
- Protect residential neighborhoods from commercial intrusion.
- Enhance downtown with a broader mix of uses.
- Reinforce, preserve and expand the unique building types and neighborhood characteristics.



GEOGRAPHICAL BOUNDARIES FOR CRA

DOWNTOWN COCOA BEACH
REDEVELOPMENT AGENCY AREA



Sources of Funds

Fund: Community Redevelopment (CRA)

Account Codes: 125-0000

SOURCES OF FUNDS

	2016 Actual	2017 Actual	2018 Amended Budget	2018 Estimated	2019 Approved Budget
INTERGOVERNMENTAL					
330 10-00 Intergovernmental - City	94,370	167,749	245,375	245,375	329,850
330 20-00 Intergovernmental - County	86,219	133,564	178,150	178,150	227,391
TOTAL TAXES	180,589	301,313	423,525	423,525	557,241
MISCELLANEOUS REVENUES					
369 40-00 Misc. Other	729	429,291	—	—	90,000
384 10-00 Loan Proceeds	—	4,245,000	—	—	250,000
	729	4,674,291	—	—	340,000
TOTAL MISCELLANEOUS REVENUES	181,318	4,975,604	423,525	423,525	897,241
FUNDS FORWARD					
389 99-10 Appropriated Fund Balance	(167,564)	(71,948)	4,636,941	4,636,941	383,345
TOTAL SOURCES	13,754	4,903,656	5,060,466	5,060,466	1,280,586

Sources of Uses

Fund: Community Redevelopment (CRA) Account Codes: 125-9310

USES OF FUNDS					
	2016 Actual	2017 Actual	2018 Amended Budget	2018 Estimated	2019 Approved Budget
OPERATING					
559 31-00 Professional Services	48,498	64,736	7,873	5,750	10,550
559 32-10 Auditor	—	1,656	2,500	2,500	2,500
559 40-00 Travel & Per Diem	—	—	2,500	2,500	2,500
559 45-05 General Liability	4,983	5,082	5,082	5,082	5,881
559 47-00 Printing and Binding	—	—	7,418	7,418	7,418
559 48-00 Promotional Activities	—	—	8,750	8,750	8,750
559 49-00 Other Current Charges	—	241	5,550	5,550	5,550
559 51-00 Office Supplies	—	—	200	200	200
559 52-50 Other	—	214	406	406	406
559 54-10 Publications & memberships	175	495	1,800	1,800	1,800
559 54-20 Training & Education	—	—	1,750	1,750	1,750
Subtotal Operating	53,656	72,424	43,829	41,706	47,305
CAPITAL OUTLAY					
559 63-10 Improvements O/T Buildings - 15 Yrs	—	—	4,700,000	4,500,000	725,000
64-20 Furniture & Equipment	—	—	—	—	—
Subtotal Capital Outlay	—	—	4,700,000	4,500,000	725,000
GRANTS/AID					
559 82-00 Aid/Private Organizations	12,046	—	21,500	21,500	—
Subtotal Grants	12,046	—	21,500	21,500	—
TRANSFERS					
559 91-10 Repayment of Advance to General Fund	20,000	20,000	20,000	20,000	20,000
Subtotal Transfers	20,000	20,000	20,000	20,000	20,000
DEBT					
559 71-00 Principal	—	—	6,349	—	220,000
559 72-00 Interest	—	174,291	93,915	93,915	180,350
Subtotal Debt	—	174,291	100,264	93,915	400,350
DEBT SERVICE RESERVE					
590.90-10 Reserved Future Appropriations	(71,948)	4,636,941	174,873	383,345	87,931
TOTAL USES	13,754	4,903,656	5,060,466	5,060,466	1,280,586

Redevelopment Area at a Glance— Downtown CRA

REDEVELOPMENT AREA RESIDENTIAL

LAND USE TYPE	ACREAGE	ASSESSED VALUE DOLLARS
Vacant Residential MF	3.15	\$ 723,250
Vacant Condo Common	0.11	
Vacant Condo Land	0.40	\$ 2,192,130
Single Family	12.35	\$ 22,201,030
Duplex as Single Family	1.82	\$ 4,070,610
Townhouse	0.44	\$ 854,950
Garden Apartment	0.9	\$ 912,510
Low Rise	2.18	\$ 2,900,290
Condo	24.55	91,681,970
Condo Accessory	1.19	
2 Residential Units not attached	1.21	\$ 959,050
Duplex	9.32	\$ 8,020,930
Triplex	3.4	\$ 2,647,020
3-4 Residential units not attached	1.13	\$ 940,000
Quad	1.93	\$ 2,628,850
Multifamily	2.79	\$ 6,437,770
SUBTOTAL	66.87	\$ 147,170,360

Redevelopment Area at a Glance— Downtown CRA

REDEVELOPMENT AREA COMMERCIAL

LAND USE TYPE	ACREAGE	ASSESSED VALUE DOLLARS
Vacant Commercial (1)	4.76	\$ 2,211,020.00
Retail Commercial	17.93	\$ 16,700,500.00
Mixed Use	7.51	\$ 6,964,800.00
Office & Professional	13.68	\$ 13,685,280.00
Restaurants	3.38	\$ 3,296,610.00
Service Shop		\$ 1,015,200.00
Commercial Auto	2.5	
Night Clubs/Bars	1.44	\$ 2,197,030.00
Motor Inn	1.66	\$ 1,251,590.00
Parking Lots		
Light Industry	3.52	\$ 2,133,900.00
Churches	8.27	
Funeral Homes	0.37	\$ 474,020.00
Clubs and Lodges	0.94	
Utilities	0.69	\$ 238,740.00
Postal Facility		
Public Schools- Improved	12.00	
County Land- Improved (2)	6.05	
City Owned Property	11.71	
Roads and Rights of Way	71.00	
Subtotal	167.41	\$ 50,168,690.00
TOTAL	234.28	\$ 197,339,050.00



EXPENSES

CITY OF COCOA BEACH

125-9310 DOWNTOWN COMM REDEV FUND

EXPENSE REPORT - 10/31/2018

8% of Year Complete

EXPENSE ACCOUNT	Annual Budget	Actual October	Year to Date Total Expense	Annual Budget Less Total Expense	% of Budget Spent	% of Year Complete (Under) Over Spent	% of Budget Remaining
31 00 Professional Services	10,550	-	-	10,550.00	-	(0.08)	1.00
32 10 Auditor	2,500	-	-	2,500.00	-	(0.08)	1.00
40 00 Travel & per diem	2,500	-	-	2,500.00	-	(0.08)	1.00
43 03 General liability	3,881	5,543.00	5,543.00	338.00	0.94	0.80	0.06
47 00 Printing & binding	7,418	-	-	7,418.00	-	(0.08)	1.00
48 00 Promotional activities	8,750	-	-	8,750.00	-	(0.08)	1.00
49 00 Other current charges	5,550	-	-	5,550.00	-	(0.08)	1.00
51 00 Office supplies	200	-	-	200.00	-	(0.08)	1.00
52 50 Other	406	-	-	406.00	-	(0.08)	1.00
54 10 Publications & membership	1,800	175.00	175.00	1,625.00	0.10	0.02	0.90
54 20 Training and education	1,750	-	-	1,750.00	-	(0.08)	1.00
62 00 Buildings	4,797,720	-	-	4,797,720.00	-	(0.08)	1.00
71 00 Principal	220,000	-	-	220,000.00	-	(0.08)	1.00
72 00 Interest	180,350	-	-	180,350.00	-	(0.08)	1.00
91 10 Trf to General Fund	20,000	20,000.00	20,000.00	-	1.00	0.92	0.00
TOTAL	5,265,375	25,718.00	25,718.00	5,239,657.00	-	(0.08)	1.00

125-9310 DOWNTOWN COMM REDEV FUND

EXPENSE REPORT - 11/30/2018

17% of Year Complete

EXPENSE ACCOUNT	Annual Budget	Actual November	Year to Date Total Expense	Annual Budget Less Total Expense	% of Budget Spent	% of Year Complete (Under) Over Spent	% of Budget Remaining
31 00 Professional Services	10,550	-	-	10,550.00	-	(0.17)	1.00
32 10 Auditor	2,500	-	-	2,500.00	-	(0.17)	1.00
40 00 Travel & per diem	2,500	-	-	2,500.00	-	(0.17)	1.00
43 03 General liability	3,881	-	5,543.00	338.00	0.94	0.77	0.06
47 00 Printing & binding	7,418	-	-	7,418.00	-	(0.17)	1.00
48 00 Promotional activities	8,750	-	-	8,750.00	-	(0.17)	1.00
49 00 Other current charges	5,550	-	-	5,550.00	-	(0.17)	1.00
51 00 Office supplies	200	-	-	200.00	-	(0.17)	1.00
52 50 Other	406	-	-	406.00	-	(0.17)	1.00
54 10 Publications & membership	1,800	-	175.00	1,625.00	0.10	(0.07)	0.90
54 20 Training and education	1,750	-	-	1,750.00	-	(0.17)	1.00
62 00 Buildings	4,797,720	637,326.84	637,326.84	4,160,393.16	0.13	(0.04)	0.87
71 00 Principal	220,000	-	-	220,000.00	-	(0.17)	1.00
72 00 Interest	180,350	-	-	180,350.00	-	(0.17)	1.00
91 10 Trf to General Fund	20,000	-	20,000.00	-	1.00	0.83	0.00
TOTAL	5,265,375	637,326.84	663,044.84	4,602,330.16	0.13	(0.04)	0.87



EXPENSES

CITY OF COCOA BEACH

125-9310 DOWNTOWN COMM REDEV FUND

EXPENSE REPORT - 12/31/2018

25% of Year Complete

EXPENSE ACCOUNT	Annual Budget	Actual December	Year to Date Total Expense	Annual Budget Less Total Expense	% of Budget Spent	% of Year Complete (Under) Over Spent	% of Budget Remaining
31 00 Professional Services	10,550	3,372.30	3,372.30	7,177.50	32%	7%	68%
32 10 Auditor	2,500	-	-	2,500.00	0%	-25%	100%
40 00 Travel & per diem	2,500	-	-	2,500.00	0%	-25%	100%
45 05 General liability	5,881	-	5,543.00	338.00	94%	99%	0%
47 00 Printing & binding	7,418	-	-	7,418.00	0%	-25%	100%
48 00 Promotional activities	8,750	-	-	8,750.00	0%	-25%	100%
49 00 Other current charges	5,550	-	-	5,550.00	0%	-25%	100%
51 00 Office supplies	200	-	-	200.00	0%	-25%	100%
52 50 Other	400	-	-	400.00	0%	-25%	100%
54 10 Publications & membership	1,800	-	175.00	1,625.00	10%	-15%	90%
54 20 Training and education	1,750	-	-	1,750.00	0%	-25%	100%
62 00 Buildings	4,797,720	1,729,837.30	2,367,184.34	2,430,555.66	49%	24%	51%
71 00 Principal	220,000	220,000.00	220,000.00	-	100%	75%	0%
72 00 Interest	180,350	92,375.00	92,375.00	87,975.00	51%	26%	49%
73 00 Other Debt Service Costs	-	(18,308.01)	(18,308.01)	18,308.01	-	-	-
91 10 Trf to General Fund	20,000	-	20,000.00	-	100%	75%	0%
TOTAL	5,265,375	2,027,216.99	2,690,261.83	2,575,113.17	51%	26%	49%

CITY OF COCOA BEACH

125-9310 DOWNTOWN COMM REDEV FUND

EXPENSE REPORT - 01/31/2019

33% of Year Complete

EXPENSE ACCOUNT	Annual Budget	Actual January	Year to Date Total Expense	Annual Budget Less Total Expense	% of Budget Spent	% of Year Complete (Under) Over Spent	% of Budget Remaining
31 00 Professional Services	10,550	-	3,372.30	7,177.50	32%	-1%	68%
32 10 Auditor	2,500	-	-	2,500.00	0%	-33%	100%
40 00 Travel & per diem	2,500	-	-	2,500.00	0%	-33%	100%
45 05 General liability	5,881	-	5,543.00	338.00	94%	61%	0%
47 00 Printing & binding	7,418	-	-	7,418.00	0%	-33%	100%
48 00 Promotional activities	8,750	-	-	8,750.00	0%	-33%	100%
49 00 Other current charges	5,550	-	-	5,550.00	0%	-33%	100%
51 00 Office supplies	200	-	-	200.00	0%	-33%	100%
52 50 Other	400	-	-	400.00	0%	-33%	100%
54 10 Publications & membership	1,800	-	175.00	1,625.00	10%	-23%	90%
54 20 Training and education	1,750	-	-	1,750.00	0%	-33%	100%
62 00 Buildings	4,797,720	520,309.59	2,887,533.93	1,910,186.07	60%	27%	40%
71 00 Principal	220,000	-	220,000.00	-	100%	67%	0%
72 00 Interest	180,350	-	92,375.00	87,975.00	51%	18%	49%
73 00 Other Debt Service Costs	-	-	(18,308.01)	18,308.01	-	-	-
91 10 Trf to General Fund	20,000	-	20,000.00	-	100%	67%	0%
TOTAL	5,265,375	520,309.59	3,210,631.42	2,054,743.58	61%	28%	39%



EXPENSES

CITY OF COCOA BEACH

125-9310 DOWNTOWN COMM REDEV FUND

EXPENSE REPORT - 02/28/2019

42% of Year Complete

EXPENSE ACCOUNT	Annual Budget	Actual February	Year to Date Total Expense	Annual Budget Less Total Expense	% of Budget Spent	% of Year Complete (Under) Over Spent	% of Budget Remaining
31 00 Professional Services	10,550	-	3,372.50	7,177.50	32%	-10%	68%
32 10 Auditor	2,500	-	-	2,500.00	0%	-42%	100%
40 00 Travel & per diem	2,500	-	-	2,500.00	0%	-42%	100%
45 05 General liability	5,881	-	5,543.00	338.00	94%	52%	6%
47 00 Printing & binding	7,418	758.25	758.25	6,659.75	10%	-32%	90%
48 00 Promotional activities	8,750	-	-	8,750.00	0%	-42%	100%
49 00 Other current charges	5,550	-	-	5,550.00	0%	-42%	100%
51 00 Office supplies	200	-	-	200.00	0%	-42%	100%
52 50 Other	400	-	-	400.00	0%	-42%	100%
54 10 Publications & membership	1,800	-	175.00	1,625.00	10%	-32%	90%
54 20 Training and education	1,750	-	-	1,750.00	0%	-42%	100%
62 00 Buildings	4,797,720	575,361.92	3,462,855.85	1,334,824.15	72%	30%	28%
71 00 Principal	220,000	-	220,000.00	-	100%	58%	0%
72 00 Interest	180,350	-	92,875.00	87,975.00	51%	9%	49%
73 00 Other Debt Service Costs	-	-	(18,308.01)	18,308.01	-	-	-
91 10 Trf to General Fund	20,000	-	20,000.00	-	100%	58%	0%
TOTAL	5,285,375	576,120.17	3,786,751.59	1,478,623.41	72%	30%	28%

CITY OF COCOA BEACH

125-9310 DOWNTOWN COMM REDEV FUND

EXPENSE REPORT - 03/31/2019

50% of Year Complete

EXPENSE ACCOUNT	Annual Budget	Actual March	Year to Date Total Expense	Annual Budget Less Total Expense	% of Budget Spent	% of Year Complete (Under) Over Spent	% of Budget Remaining
31 00 Professional Services	10,550	2,012.50	5,385.00	5,165.00	51%	1%	49%
32 10 Auditor	2,500	-	-	2,500.00	0%	-50%	100%
40 00 Travel & per diem	2,500	-	-	2,500.00	0%	-50%	100%
45 05 General liability	5,881	-	5,543.00	338.00	94%	44%	6%
47 00 Printing & binding	7,418	-	758.25	6,659.75	10%	-40%	90%
48 00 Promotional activities	8,750	-	-	8,750.00	0%	-50%	100%
49 00 Other current charges	5,550	-	-	5,550.00	0%	-50%	100%
51 00 Office supplies	200	-	-	200.00	0%	-50%	100%
52 50 Other	400	-	-	400.00	0%	-50%	100%
54 10 Publications & membership	1,800	-	175.00	1,625.00	10%	-40%	90%
54 20 Training and education	1,750	-	-	1,750.00	0%	-50%	100%
62 00 Buildings	4,797,720	43,706.42	3,506,602.27	1,291,117.73	73%	23%	27%
71 00 Principal	220,000	-	220,000.00	-	100%	50%	0%
72 00 Interest	180,350	87,975.00	180,350.00	-	100%	50%	0%
73 00 Other Debt Service Costs	-	(372.01)	(18,740.02)	18,740.02	-	-	-
91 10 Trf to General Fund	20,000	-	20,000.00	-	100%	50%	0%
TOTAL	5,285,375	133,321.91	3,920,073.50	1,345,301.50	74%	24%	26%



EXPENSES

CITY OF COCOA BEACH

125-9310 DOWNTOWN COMM REDEV FUND

EXPENSE REPORT - 04/30/2019

58% of Year Complete

EXPENSE ACCOUNT	Annual Budget	Actual April	Year to Date Total Expense	Annual Budget Less Total Expense	% of Budget Spent	% of Year Complete (Under) Over Spent	% of Budget Remaining
31 00 Professional Services	10,550	-	3,385.00	3,165.00	51%	-7%	49%
32 10 Auditor	2,500	-	-	2,500.00	0%	-58%	100%
40 00 Travel & per diem	2,500	-	-	2,500.00	0%	-58%	100%
45 05 General liability	5,881	-	3,343.00	338.00	94%	30%	6%
47 00 Printing & binding	7,418	-	758.25	6,659.75	10%	-48%	90%
48 00 Promotional activities	8,750	-	-	8,750.00	0%	-58%	100%
49 00 Other current charges	5,550	-	-	5,550.00	0%	-58%	100%
51 00 Office supplies	200	-	-	200.00	0%	-58%	100%
52 50 Other	400	-	-	400.00	0%	-58%	100%
54 10 Publications & membership	1,800	-	175.00	1,625.00	10%	-48%	90%
54 20 Training and education	1,750	-	-	1,750.00	0%	-58%	100%
62 00 Buildings	4,797,720	510,392.33	4,016,994.00	780,725.40	84%	20%	16%
71 00 Principal	220,000	-	220,000.00	-	100%	42%	0%
72 00 Interest	180,350	-	180,350.00	-	100%	42%	0%
73 00 Other Debt Service Costs	-	-	(18,740.02)	18,740.02	-	-	-
91 10 Trf to General Fund	20,000	-	20,000.00	-	100%	42%	0%
TOTAL	5,265,375	510,392.33	4,430,403.83	834,909.17	84%	20%	16%

CITY OF COCOA BEACH

125-9310 DOWNTOWN COMM REDEV FUND

EXPENSE REPORT - 05/31/2019

67% of Year Complete

EXPENSE ACCOUNT	Annual Budget	Actual May	Year to Date Total Expense	Annual Budget Less Total Expense	% of Budget Spent	% of Year Complete (Under) Over Spent	% of Budget Remaining
31 00 Professional Services	5,750	-	3,385.00	365.00	94%	27%	6%
32 10 Auditor	1,656	-	-	1,656.00	0%	-67%	100%
40 00 Travel & per diem	-	-	-	-	-	-	-
45 05 General liability	5,881	-	3,343.00	338.00	94%	27%	6%
47 00 Printing & binding	1,400	-	758.25	641.75	54%	-13%	46%
48 00 Promotional activities	-	-	-	-	-	-	-
49 00 Other current charges	750	-	-	750.00	0%	-67%	100%
51 00 Office supplies	-	-	-	-	-	-	-
52 50 Other	-	-	-	-	-	-	-
54 10 Publications & membership	175	-	175.00	-	100%	33%	0%
54 20 Training and education	-	-	-	-	-	-	-
62 00 Buildings	4,829,413	631,074.07	4,648,008.67	181,344.33	90%	29%	4%
71 00 Principal	220,000	-	220,000.00	-	100%	33%	0%
72 00 Interest	180,350	-	180,350.00	-	100%	33%	0%
73 00 Other Debt Service Costs	-	-	(18,740.02)	18,740.02	-	-	-
91 10 Trf to General Fund	20,000	-	20,000.00	-	100%	33%	0%
TOTAL	5,265,375	631,074.07	5,061,339.90	203,835.10	90%	29%	4%



EXPENSES

CITY OF COCOA BEACH

125-9310 DOWNTOWN COMM REDEV FUND

EXPENSE REPORT - 06/30/2019

75% of Year Complete

EXPENSE ACCOUNT	Annual Budget	Actual June	Year to Date Total Expense	Annual Budget Less Total Expense	% of Budget Spent	% of Year Complete (Under) Over Spent	% of Budget Remaining
31 00 Professional Services	5,730	-	3,385.00	305.00	94%	19%	0%
32 10 Auditor	1,030	-	-	1,030.00	0%	-73%	100%
40 00 Travel & per diem	-	-	-	-	-	-	-
45 05 General liability	3,881	-	3,343.00	338.00	94%	19%	0%
47 00 Printing & binding	1,400	-	758.25	641.75	54%	-21%	40%
48 00 Promotional activities	-	-	-	-	-	-	-
49 00 Other current charges	730	-	-	730.00	0%	-73%	100%
51 00 Office supplies	-	-	-	-	-	-	-
52 30 Other	-	-	-	-	-	-	-
54 10 Publications & membership	173	-	173.00	-	100%	23%	0%
54 20 Training and education	-	-	-	-	-	-	-
62 00 Buildings	4,829,413	219,339.32	4,807,007.99	(38,194.99)	101%	20%	-1%
71 00 Principal	220,000	-	220,000.00	-	100%	23%	0%
72 00 Interest	180,330	-	180,330.00	-	100%	23%	0%
73 00 Other Debt Service Costs	-	-	(18,740.02)	18,740.02	-	-	-
91 10 Trf to General Fund	20,000	-	20,000.00	-	100%	23%	0%
TOTAL	5,205,373	219,339.32	5,281,079.22	(15,704.22)	100%	23%	0%

CITY OF COCOA BEACH

125-9310 DOWNTOWN COMM REDEV FUND

EXPENSE REPORT - 07/31/2019

83% of Year Complete

EXPENSE ACCOUNT	Annual Budget	Actual July	Year to Date Total Expense	Annual Budget Less Total Expense	% of Budget Spent	% of Year Complete (Under) Over Spent	% of Budget Remaining
31 00 Professional Services	5,730	-	3,385.00	305.00	94%	11%	0%
32 10 Auditor	1,030	-	-	1,030.00	0%	-83%	100%
40 00 Travel & per diem	-	-	-	-	-	-	-
45 05 General liability	3,881	-	3,343.00	338.00	94%	11%	0%
47 00 Printing & binding	1,400	-	758.25	641.75	54%	-29%	40%
48 00 Promotional activities	-	-	-	-	-	-	-
49 00 Other current charges	730	-	-	730.00	0%	-83%	100%
51 00 Office supplies	-	-	-	-	-	-	-
52 30 Other	-	-	-	-	-	-	-
54 10 Publications & membership	173	-	173.00	-	100%	17%	0%
54 20 Training and education	-	-	-	-	-	-	-
62 00 Buildings	4,829,413	(13,303.60)	4,854,042.33	(24,629.33)	101%	18%	-1%
71 00 Principal	220,000	-	220,000.00	-	100%	17%	0%
72 00 Interest	180,330	-	180,330.00	-	100%	17%	0%
73 00 Other Debt Service Costs	-	-	(18,740.02)	18,740.02	-	-	-
91 10 Trf to General Fund	20,000	-	20,000.00	-	100%	17%	0%
TOTAL	5,205,373	(13,303.60)	5,207,513.50	(2,138.50)	100%	17%	0%



EXPENSES

CITY OF COCOA BEACH

125-9310 DOWNTOWN COMM REDEV FUND

EXPENSE REPORT - 08/31/2019

92% of Year Complete

EXPENSE ACCOUNT	Annual Budget	Actual August	Year to Date Total Expense	Annual Budget Less Total Expense	% of Budget Spent	% of Year Complete (Under) Over Spent	% of Budget Remaining
31 00 Professional Services	5,730	-	5,383.00	363.00	94%	2%	6%
32 10 Auditor	1,636	-	-	1,636.00	0%	-92%	100%
40 00 Travel & per diem	-	-	-	-	-	-	-
45 05 General liability	3,881	-	3,343.00	338.00	94%	2%	6%
47 00 Printing & binding	1,400	-	758.25	641.75	54%	-38%	46%
48 00 Promotional activities	-	-	-	-	-	-	-
49 00 Other current charges	730	-	-	730.00	0%	-92%	100%
51 00 Office supplies	-	-	-	-	-	-	-
52 50 Other	-	-	-	-	-	-	-
54 10 Publications & membership	175	-	175.00	-	100%	8%	0%
54 20 Training and education	-	-	-	-	-	-	-
62 00 Buildings	4,829,413	6,733.63	4,860,777.96	(31,364.96)	101%	9%	-1%
71 00 Principal	220,000	-	220,000.00	-	100%	8%	0%
72 00 Interest	180,330	-	180,330.00	-	100%	8%	0%
73 00 Other Debt Service Costs	-	-	(18,740.02)	18,740.02	-	-	-
91 10 Trf to General Fund	20,000	-	20,000.00	-	100%	8%	0%
TOTAL	5,265,373	6,733.63	5,274,249.19	(8,874.19)	100%	8%	0%

CITY OF COCOA BEACH

125-9310 DOWNTOWN COMM REDEV FUND

EXPENSE REPORT - 09/30/2019

100% of Year Complete

EXPENSE ACCOUNT	Annual Budget	Actual September	Year to Date Total Expense	Annual Budget Less Total Expense	% of Budget Spent	% of Year Complete (Under) Over Spent	% of Budget Remaining
31 00 Professional Services	5,730	-	5,383.00	363.00	94%	-6%	6%
32 10 Auditor	1,636	1,636.00	1,636.00	-	100%	0%	0%
40 00 Travel & per diem	-	-	-	-	-	-	-
45 05 General liability	3,881	-	3,343.00	338.00	94%	-6%	6%
47 00 Printing & binding	1,400	-	758.25	641.75	54%	-46%	46%
48 00 Promotional activities	-	-	-	-	-	-	-
49 00 Other current charges	730	-	-	730.00	0%	-100%	100%
51 00 Office supplies	-	-	-	-	-	-	-
52 50 Other	-	-	-	-	-	-	-
54 10 Publications & membership	175	-	175.00	-	100%	0%	0%
54 20 Training and education	-	-	-	-	-	-	-
62 00 Buildings	4,829,413	-	4,860,777.96	(31,364.96)	101%	1%	-1%
71 00 Principal	220,000	-	220,000.00	-	100%	0%	0%
72 00 Interest	180,330	-	180,330.00	-	100%	0%	0%
73 00 Other Debt Service Costs	-	-	(18,740.02)	18,740.02	-	-	-
91 10 Trf to General Fund	20,000	-	20,000.00	-	100%	0%	0%
TOTAL	5,265,373	1,636.00	5,275,903.19	(10,330.19)	100%	0%	0%

There was no personnel expenditures for the CRA in 2019.

PERSONNEL SCHEDULE			
DEPARTMENT: Community Redevelopment (CRA)			
POSITION TITLE:	NUMBER OF POSITIONS		
	BUDGET 2018	CHANGE	BUDGET 2019
FULL-TIME	—	—	—
TOTAL FULL-TIME	—	—	—
PART-TIME	—	—	—
TOTAL PART-TIME	—	—	—
<div style="border: 2px solid red; padding: 5px; display: inline-block;"> No personnel scheduled for FY 2019 </div>			
The City of Cocoa Beach pays 100% of Staff Support from General Funds.			
TOTAL PERSONAL SERVICES	—	—	—

CAPITAL OUTLAY SCHEDULE			
DESCRIPTION	PROJECT CODE	STRATEGIC PLAN LINK	AMOUNT
*Parking Garage (241 Spaces)		5.5.2	725,000
TOTAL			725,000

*The majority of the funds appropriated in FY 2018 (approximately \$4.3M) will be carried over into FY 2019 to complete the Parking Garage Project.

BUDGET SUMMARY

Community Redevelopment Budget Summary Fund Number: 125

SOURCES OF FUNDS					
	2016 Actual	2017 Actual	2018 Amended Budget	2018 Estimated	2019 Approved Budget
INTERGOVERNMENTAL	180,589	301,313	423,525	423,525	557,241
OTHER RECEIPTS	729	4,674,291	—	—	340,000
FUNDS FORWARD	(167,564)	(71,948)	4,636,941	4,636,941	383,345
TOTAL SOURCES	13,754	4,903,656	5,060,466	5,060,466	1,280,586

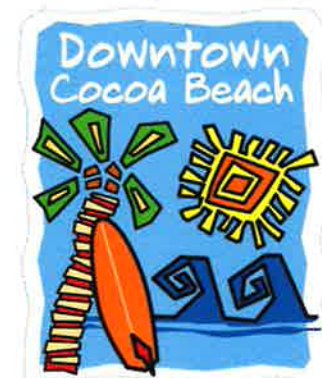
USES OF FUNDS					
OPERATING	53,656	72,424	43,829	41,706	47,305
CAPITAL OUTLAY	—	—	4,700,000	4,500,000	725,000
GRANTS	12,046	—	21,500	21,500	—
TRANSFERS/GRANTS	20,000	20,000	20,000	20,000	20,000
DEBT	—	174,291	100,264	93,915	400,350
TOTAL EXPENDITURES	85,702	266,715	4,885,593	4,677,121	1,192,655
DEBT SERVICE RESERVE	(71,948)	4,636,941	174,873	383,345	87,931
TOTAL USES	13,754	4,903,656	5,060,466	5,060,466	1,280,586



City of Cocoa Beach, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balances
Community Redevelopment Agency Fund
For the Fiscal Year Ended September 30, 2019 *

REVENUES	
Taxes	\$ 227,138
Intergovernmental revenues	90,000
Charges for services	66,950
Fines and forfeitures	6,402
Investment earnings	31,215
Miscellaneous revenues	139
Total revenues	421,844
EXPENDITURES	
Current:	
General government	13,517
Parking Lot	20,559
Insurance	3,451
Capital outlay	4,860,778
Debt service:	
Principal	220,000
Interest and other	180,350
Total expenditures	5,298,655
Excess (deficiency) of revenues over (under) expenditures before transfers	(4,876,811)
OTHER FINANCING SOURCES (USES)	
Transfers in - General Fund	329,850
Transfers in - Contribution Enterprise Fund	250,000
Issuance of debt	-
Premium on debt	-
Total other financing sources (uses)	579,850
Net change in fund balances	(4,296,961)
Fund balances, beginning of year	4,500,465
Fund balances, end of year	\$ 203,504

* Unaudited Statement of Revenues, Expenditures, and changes in Fund Balances.



PARKING GARAGE

The Downtown Cocoa Beach Parking Garage opened May 24, 2019 for business. On September 29, 2017 the documents for securing the Bond for payment of the Garage was signed. An RFP was post and four (4) companies bid on the project. All four companies provided an oral presentation to the Bond Committee Review, which consisted of representatives from the CRA Board, Public Works, CRA Director, Project Manager, City Manager and Finance Department. Finfrock, Inc. was selected through the process. Notice to begin was September 4, 2018.





Cocoa Beach Parking Garage

Image # 30
Date : 12.10.2018
888.542.0231



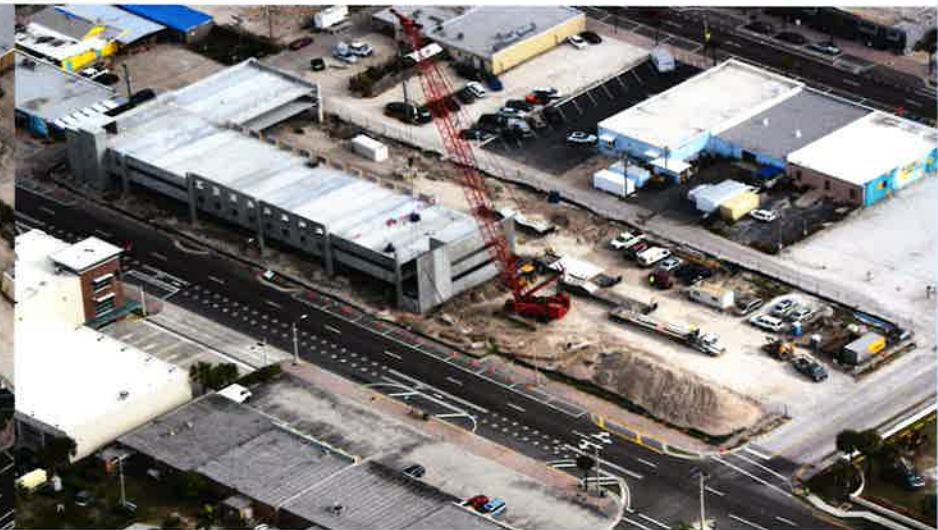
Cocoa Beach Parking Garage

Image # 32
Date : 01.11.2019
888.542.0231



Cocoa Beach Parking Garage

Image # 34
Date : 11.12.2018
888.542.0231



Cocoa Beach Parking Garage

Image # 35
Date : 01.11.2019
888.542.0231



FINROCK
FINROCK CONSTRUCTION, INC.

Cocoa Beach Parking Garage

Image # 27
Date : 02.12.2019
888.542.0231

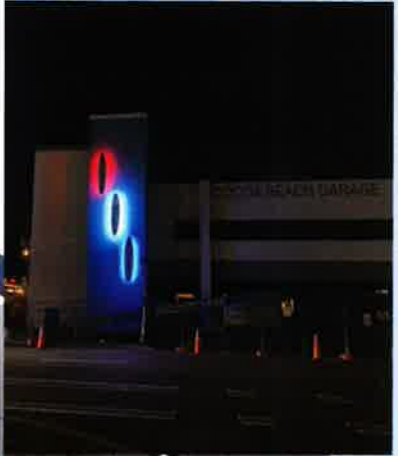


FINROCK
FINROCK CONSTRUCTION, INC.

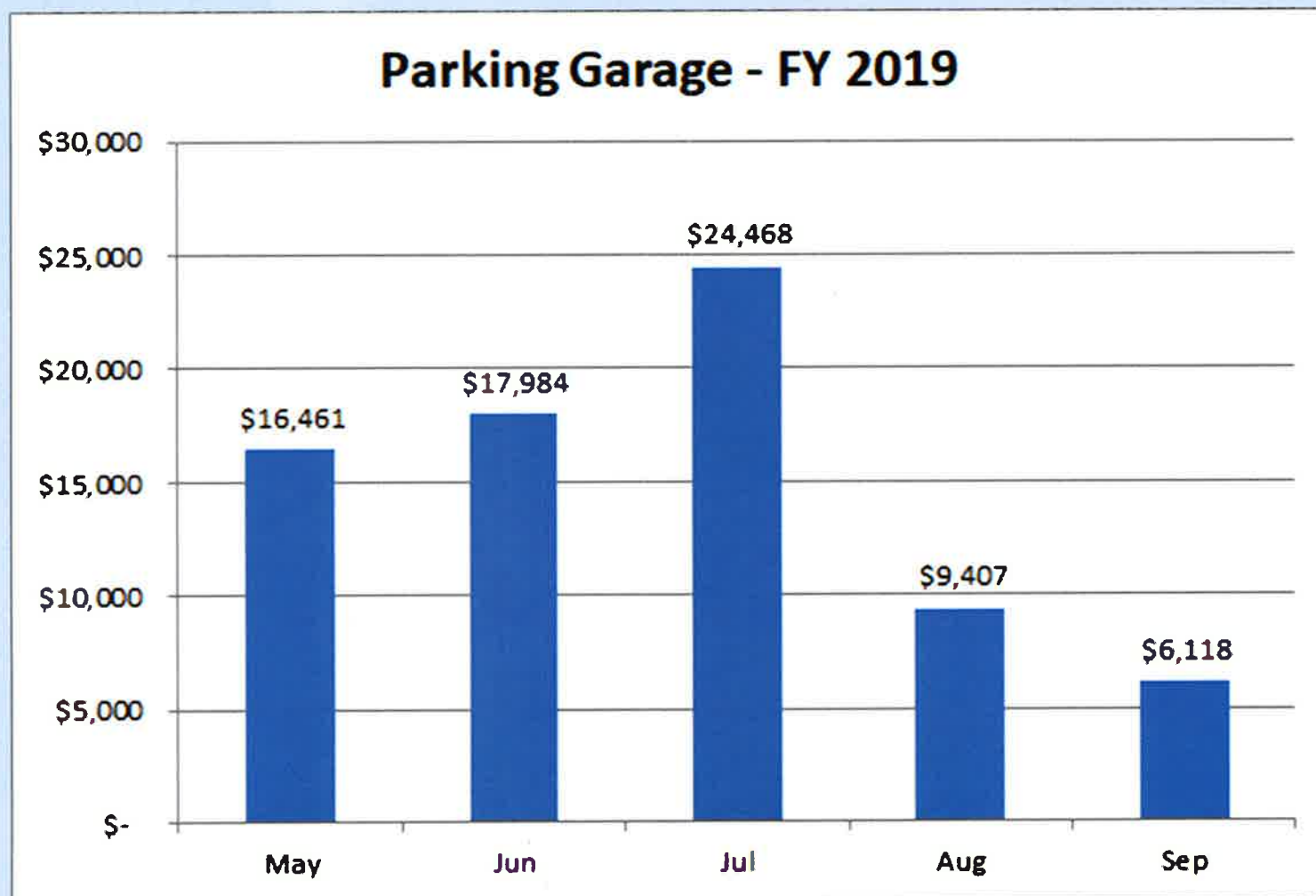
Cocoa Beach Parking Garage

Image # 25
Date : 02.12.2019
888.542.0231

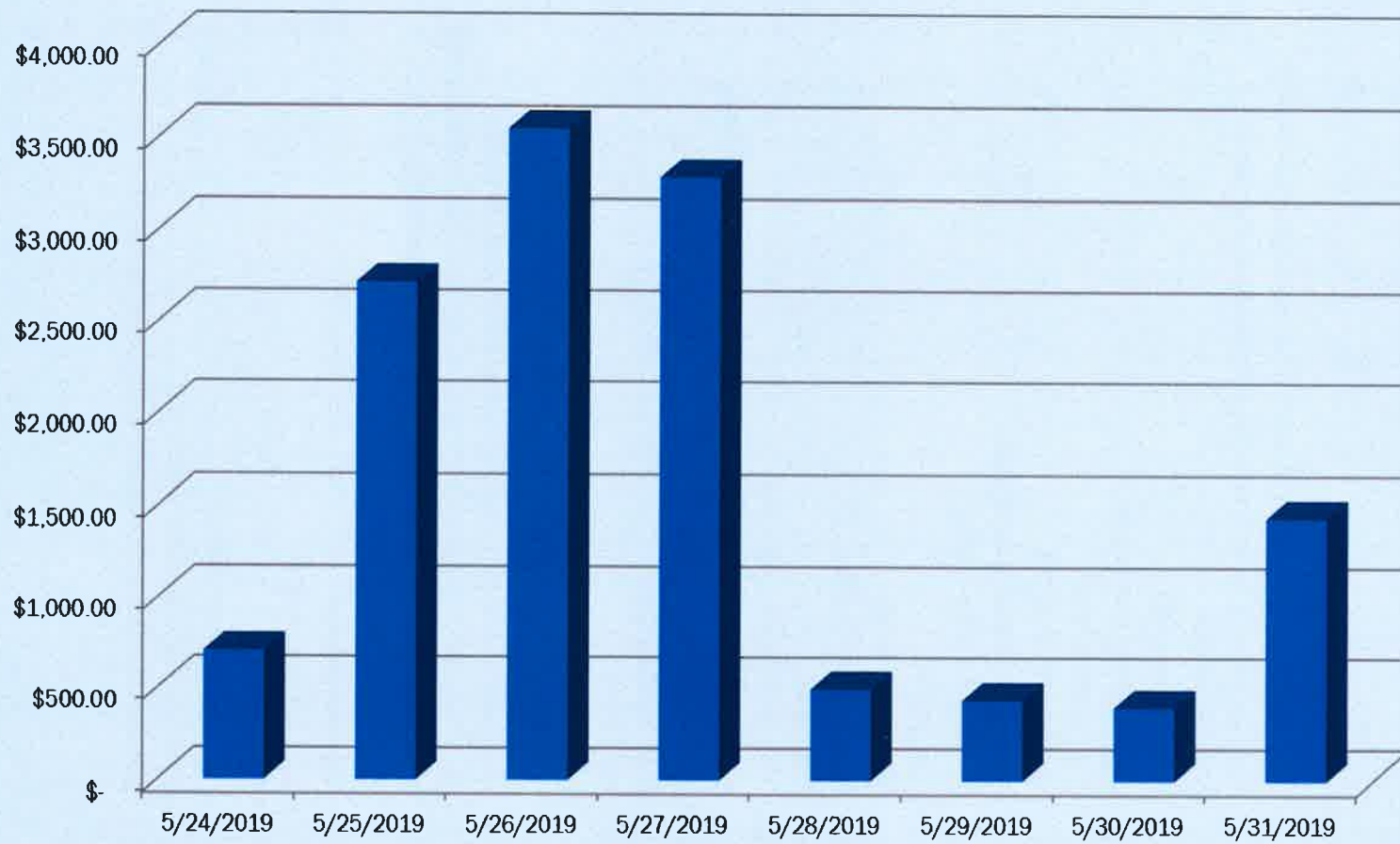


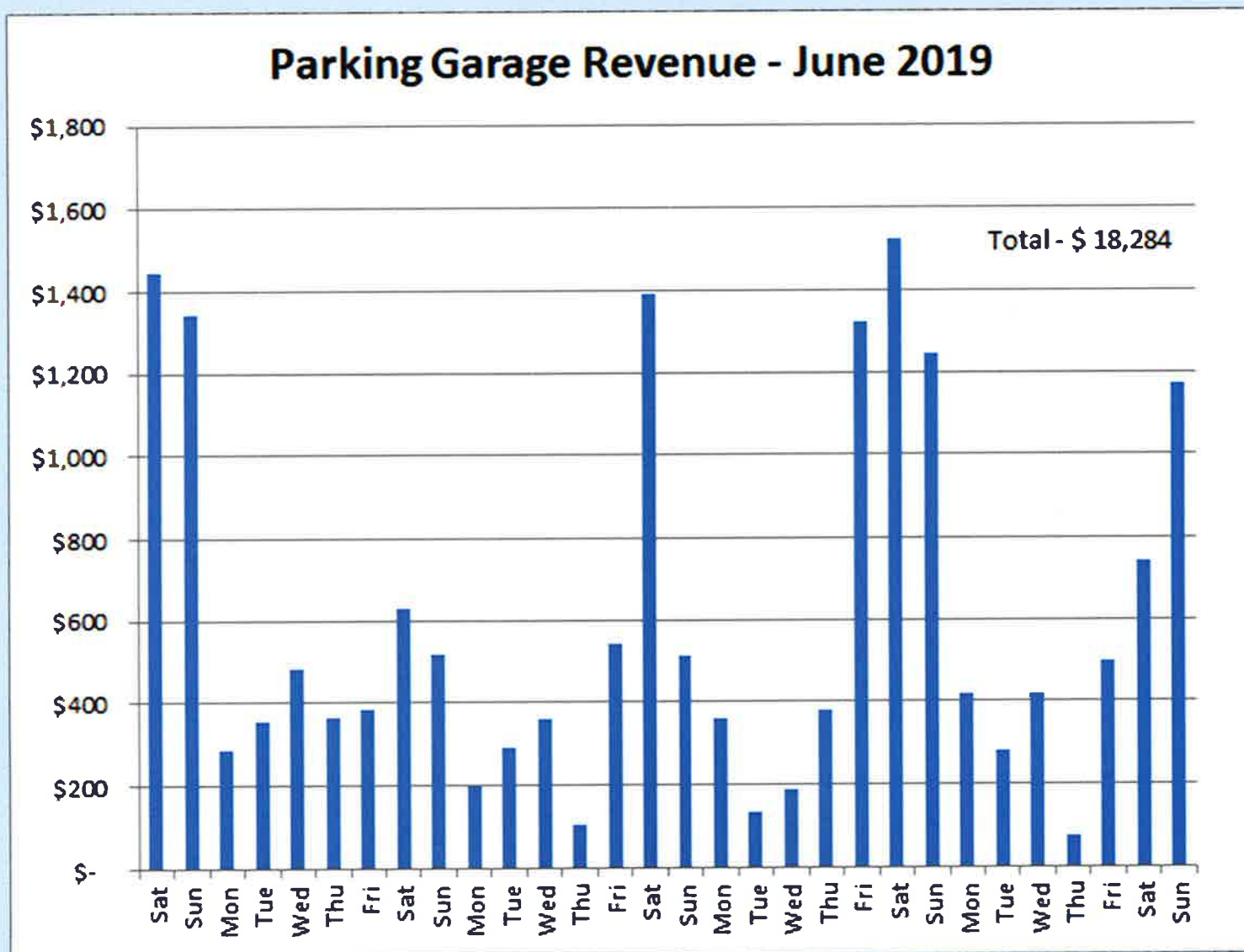


GARAGE REVENUES 2019 SUMMARY

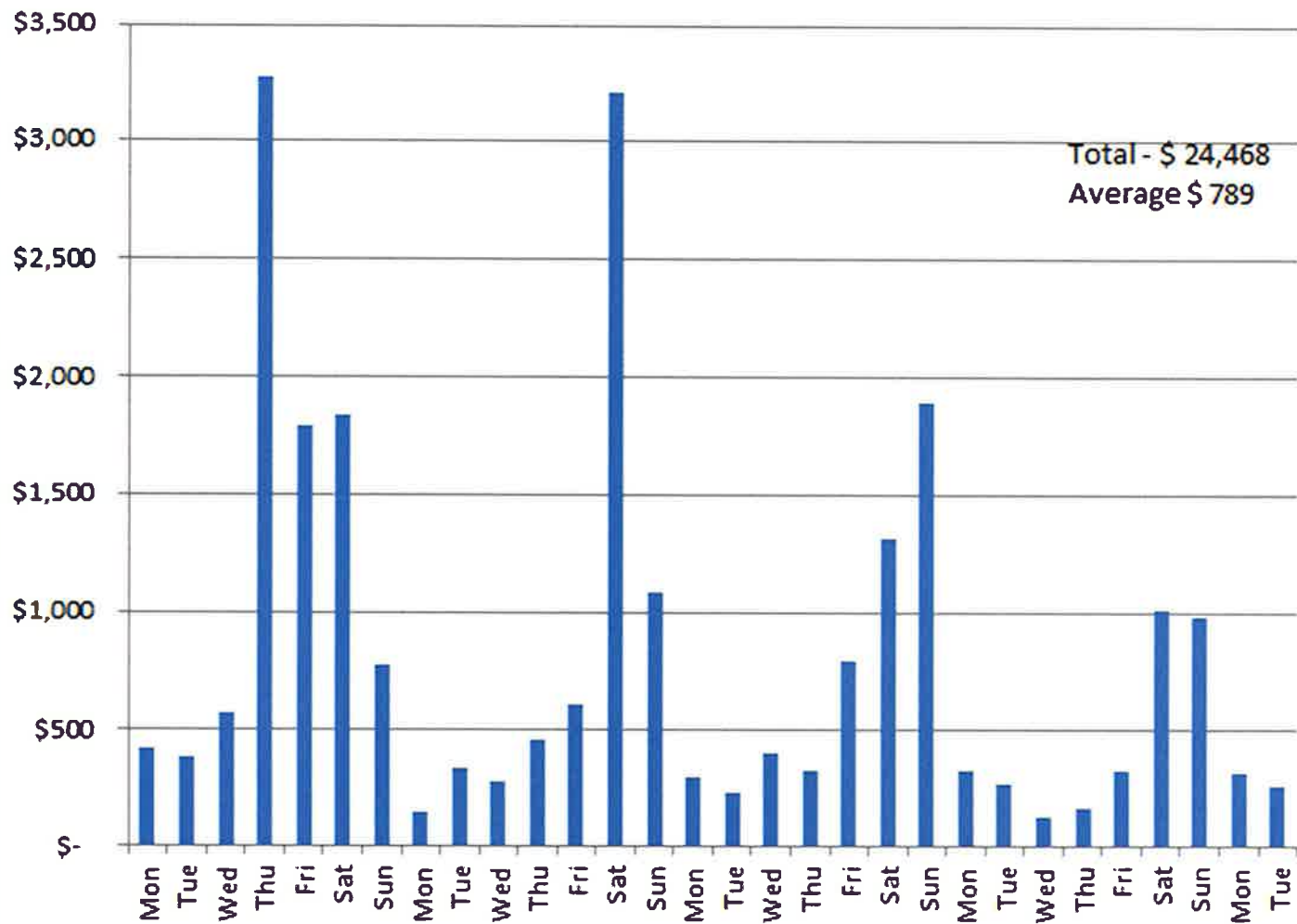


Parking Garage Revenue- May 2019

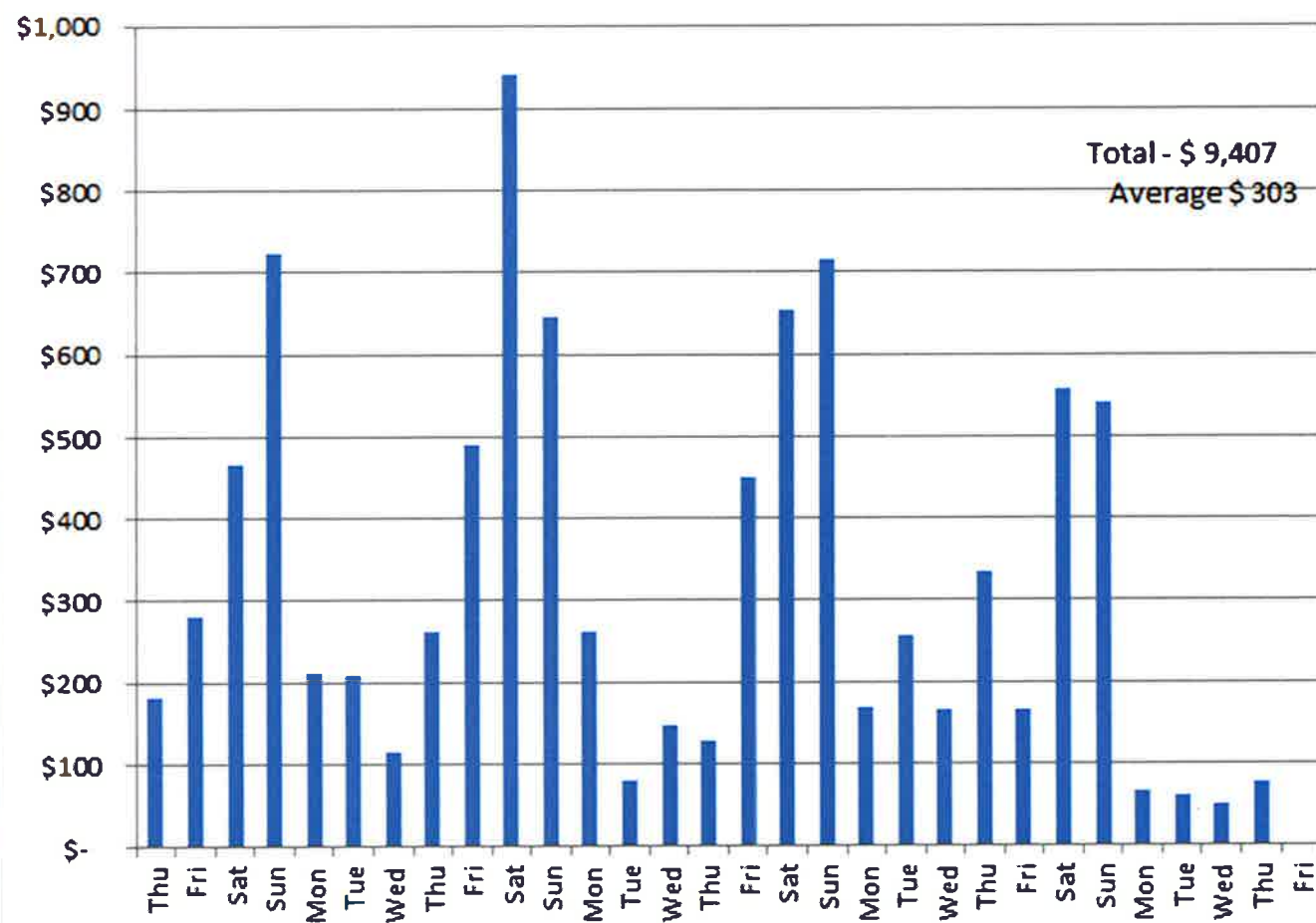




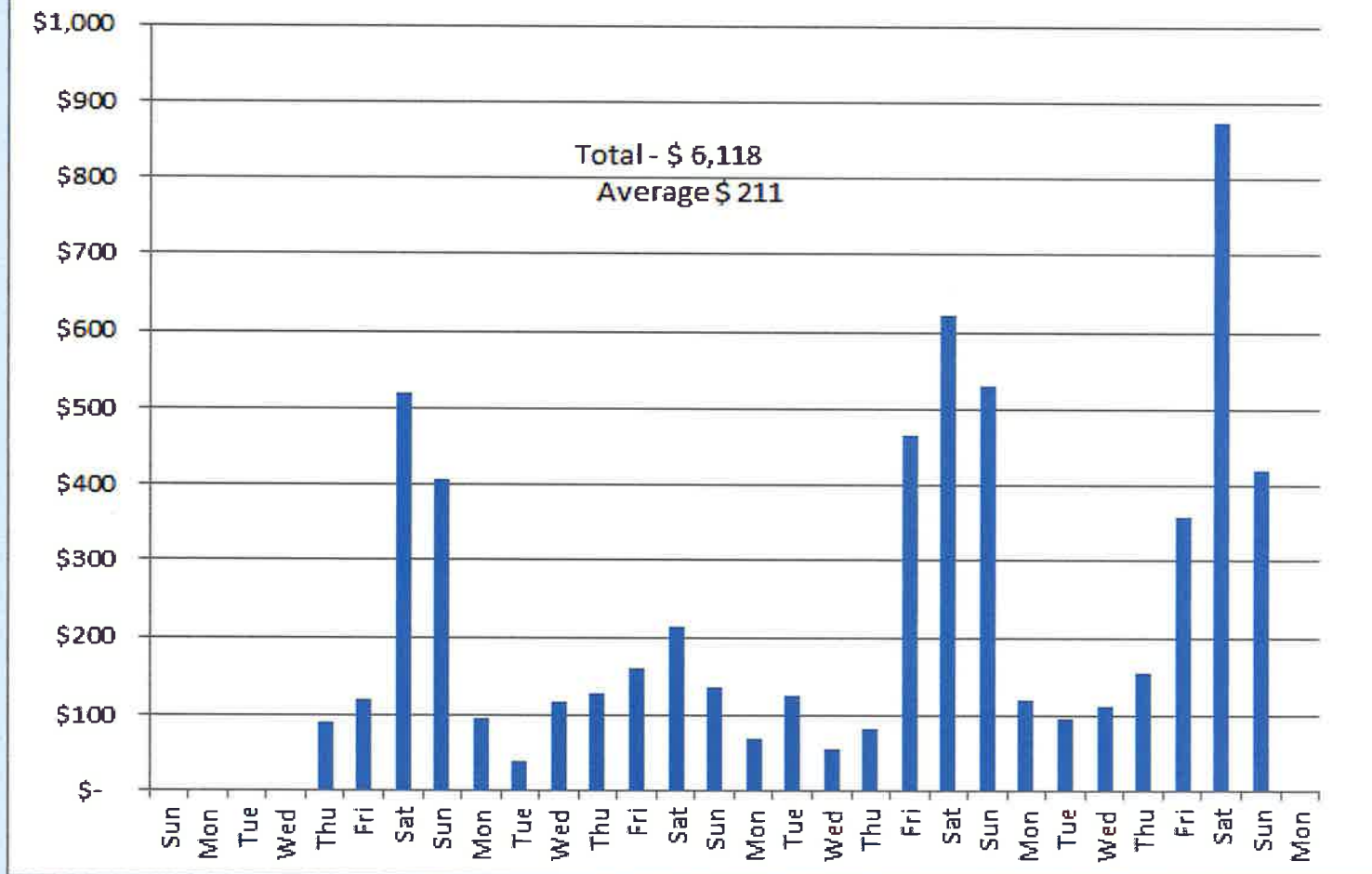
Parking Garage Revenue - July 2019



Parking Garage Revenue - August 2019

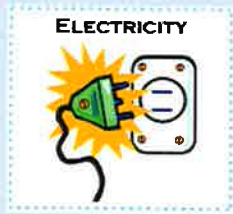


Parking Garage Revenue - September 2019





Parking Garage Expenses



Bank Charges	\$2,703
Support Services	\$7,342
Electricity	\$3,045
Water and Sewer	\$1,339
Property Insurance	\$3,451
Collection Fees	\$ 53
Other Supplies	\$6,077

TOTAL= \$24,010

Paid from parking revenues from the garage.

Capital Reserve Maintenance Fund

\$50,428

It is important to have a Capital Maintenance Fund to maintain the repairs and upkeep of the garage. This fund allows the CRA to not only pay off the bond but also have funds to repair and maintain the facility.



HISTORY



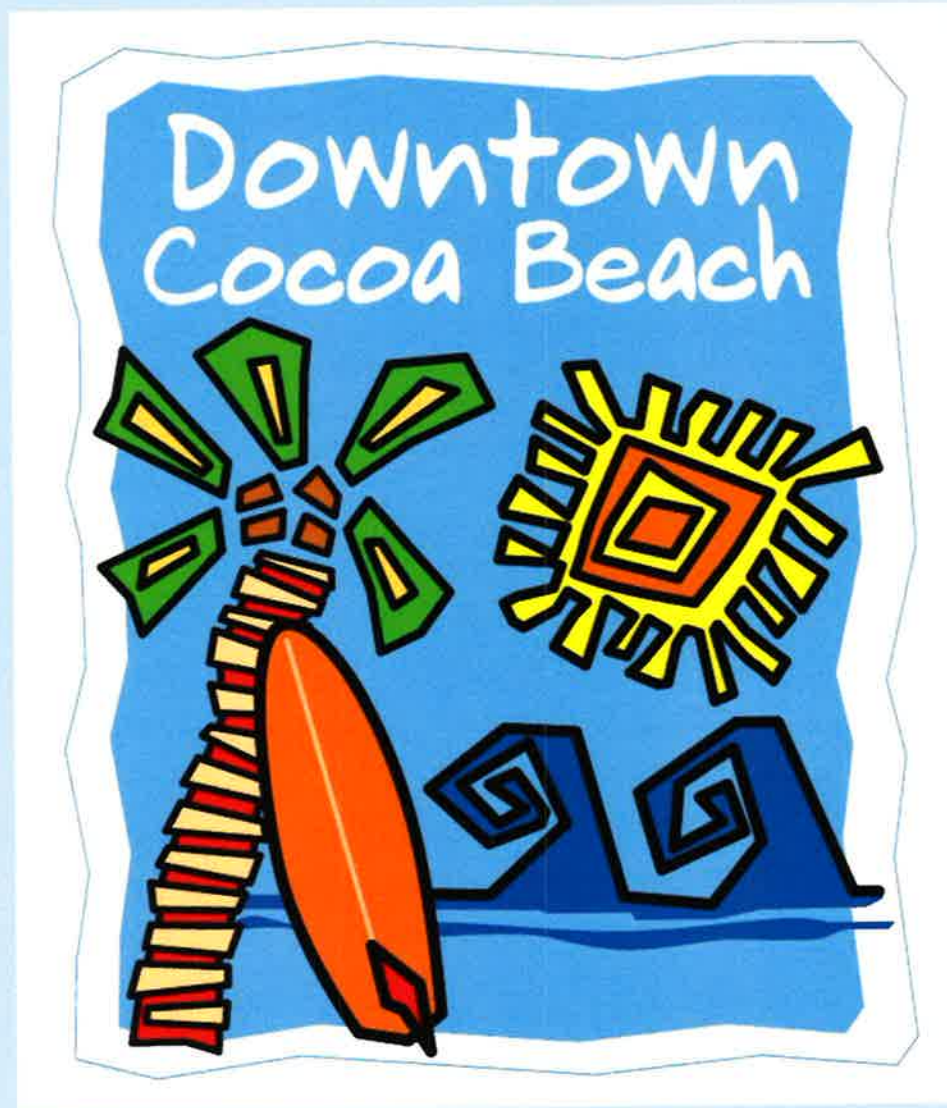
Police Department and City Hall



Redevelopment of the City's historic downtown area has been a focus of the City Commission beginning in the 1990's. Following the enabling of area plans in the City's Comprehensive Plan 2005, the City began deliberate planning effort for the City's historic downtown area. The result of that planning effort has led to the creation of the Downtown Cocoa Beach Community Redevelopment Agency.

Anticipating that 2012 would be the year that property values would "bottom out" following the national recession of 2007-2009, the CRA completed the Downtown Cocoa Beach Community Redevelopment Plan with professional help of planning consultant, Lawandales Planning Affiliates. The Plan was developed with extensive and collaborative input from citizens and businesses in Cocoa Beach, and relied upon studies and plans developed by City staff and consulting firms Zyscovich Architects and Miller Legg and Associates. The content of the Plan includes:

- ♦ Executive Summary
- ♦ Chapter 1– Introduction
- ♦ Chapter 2– Existing Conditions
- ♦ Chapter 3– Vision, Mission and Philosophies
- ♦ Chapter 4– Redevelopment Plan
- ♦ Chapter 5– Financial Matters
- ♦ ter
- Chapter 6– Legal, Regulatory and Statutory Components
- Chapter 7– Conclusion
- Appendices
- Market Assessment
- Vision Plan
- Low Impact Design Storm Water





2019

City of Melbourne

Community Redevelopment Agency (CRA) Annual Reports

Melbourne Downtown CRA

Babcock Street CRA

Olde Eau Gallie Riverfront CRA

City of Melbourne 2019 CRA Annual Reports

Three community redevelopment areas (CRAs) are located within the City of Melbourne: the Melbourne Downtown CRA, the Olde Eau Gallie Riverfront CRA, and the Babcock Street CRA. The following is an overview of CRA activities during the fiscal reporting period from October 1, 2018 to September 30, 2019, including general information, current or completed projects, and financial information.

CRA maps indicate district boundaries and are included for each of the three CRAs.

Specific financial information, such as assets, liabilities, income and operating expenses of the individual CRA trust funds, are found within the City of Melbourne's comprehensive annual financial report (CAFR). Excerpts of the CAFR related to the CRAs are included in Appendix A. Balance sheets and statements of revenues and expenditures for the CRAs are found in Appendix B.

Information related to the three CRAs, including annual reports, redevelopment plans, budgets, program information, and reporting requirements are available on the [City of Melbourne CRA web page](#).

Melbourne Downtown CRA

Originally established in 1982, the CRA was expanded in 2006 after the completion of a major redevelopment plan amendment. The area contained within the CRA boundary is approximately 322 acres and is shown on the map in Appendix C.

Revenues have increased at a normal rate over the last budget cycle (9.06%), mainly due to higher property valuations and increased investment. Table 1 indicates valuations from the base year and January 1, 2020. The current 2019-2020 revenue from tax increment and interest income is \$1,426,720, which supports the current operating budget, CRA projects and CRA programs. The CRA is scheduled to spend its resources on large capital projects in fiscal year (FY) 2020.

TABLE 1 - MELBOURNE DOWNTOWN CRA ASSESSED VALUATIONS

Area	Base Year	Base Valuation	Valuation as of January 1, 2020
Area 1	1982	\$23,595,020	\$134,644,750
Area 2	2006	\$19,599,330	\$42,307,340
Totals		\$43,194,350	\$176,952,090

The Melbourne Downtown CRA is located within census tracts 4800 and 4902. The Community Development Financial Institution (CDFI) of the U.S. Treasury classifies both census tracts as targeted populations and low-income communities¹. By this classification, these census tracts lack private capital investment because of their deficient demographics including income, poverty, and unemployment as compared with metropolitan area and national averages. Table 2 provides a summary of these CDFI targeted census populations.

TABLE 2 - MELBOURNE DOWNTOWN CRA CENSUS INFORMATION

Census Tract	Median Income as % of Area Median	Poverty Rate	Unemployment Rate	Unemployment Rate Times National Average
4800	65.61%	23.50%	12.50%	1.51
4902	31.78%	37.30%	19.50%	2.35

Total expenditures from the redevelopment trust fund in FY 2019 were \$1,272,863, which includes operating expenditures, transfers/appropriations to capital projects, and capital project expenditures.

No funds were expended for affordable housing for low- and middle-income residents.

¹ Source: [U.S. Department of the Treasury Community Development Financial Institutions Fund \(CDFI\)](#), 2011-2015 census data. Targeted population refers to individuals or an identifiable group of individuals meeting the requirements of 13 C.F.R. § 1805.201(b)(3). According to the regulations, "Targeted Population shall mean individuals, or an identifiable group of individuals, who are Low-Income persons or lack adequate access to Financial Products or Financial Services in the service area."

Projects and Programs

The Melbourne Downtown CRA continues to utilize its resources to achieve goals set forth in the redevelopment plan through capital improvement projects, programs, and initiatives. The extent to which the CRA has achieved its goals in FY 2018-2019 includes:

- One ***Façade Improvement Program*** project located at 843 E New Haven Avenue (Executive Cigar) was completed and funding in the amount of \$14,396 was reimbursed. This project leveraged an estimated \$250,000 in additional private investment. See Figure 1.
- ***South Expansion Streetscape Project:***
 - ***Phase I*** is scheduled to go out to bid the 2nd quarter of 2020. This phase includes US 1 right-of-way improvements from Crane Creek to W. H. Jackson Street. The project will include the installation of hardscaped and landscaped medians, new sidewalks, enhanced crosswalks, and new lighting. Staff has estimated the construction cost to be approximately \$1.2 million. In FY 2019, \$10,567 was spent on engineering services.
 - ***Phase II*** includes the US 1 corridor from W. H. Jackson Street to University Boulevard. A total of \$85,000 has been set aside for the first phase of engineering design in FY 2021. Additionally, staff will apply to see if this project can be added to the Space Coast Transportation Planning Organization (TPO) prioritized project list as a safety-related project, which would assist in all phases of design and construction.
- The ***West Crane Creek Pedestrian Bridge Project*** has been included in the CRA's capital improvement program since 2012. With an estimated cost of \$1.5 million, additional sources of funding would need to be obtained. Staff will explore the possibility of applying for a grant from the Florida Inland Navigational District (FIND) to supplement the \$47,000 already appropriated for engineering and permitting costs.
- The ***Archway/Gateway Refurbish Project*** went out to bid and came back with a low bid of \$120,000, which exceeded the \$25,000 that had been allocated to the project previously. Staff intends to include additional funding in the CIP for FY 2021. In FY 2019, \$269 was spent on the advertisement of the bid.
- The ***Riverview Park Improvement Project*** continues to be incrementally funded for specific projects through the CRA and other funding sources. Engineering design for an elevated boardwalk through the mangroves has been completed and in FY 2019, the CRA expended \$25,000 for engineering design. Staff will continue to explore opportunities to apply for grant funding from Florida Recreation Development Assistance Program (FRDAP), HUD's Community Development Block Grant Program (CDBG), and FIND. The CRA has scheduled recurring funding within the annual capital improvement program to complete projects in the Plan.
- The ***Public-Private Development Program*** was enacted to enable the CRA to enter into public-private partnerships and facilitate desired large-scale real estate development projects. The Program targets vertical mixed-use, residential, office, and hotel projects having an investment of \$5 million or more. Utilizing tax increment finance (TIF) or other CRA assets, the CRA can leverage private real estate investment opportunities and

develop markets that are deficient or do not currently exist in Downtown Melbourne. Although outside of the reporting period, it's helpful to point out that on January 14, 2020, this Program application period was extended to December 31, 2024. There are currently two projects under construction.

- Approved on February 28, 2017, **Highline Apartments, LLC** is expected to complete construction in the summer of 2020 (see Figure 2). Consisting of 171 luxury apartments and 8,600 square feet of commercial space, this project also includes \$1 million of public facility and infrastructure improvements for parking, sidewalks, lighting, landscaping and storm water utilities. Under a joint resolution, City Council and the CRA Board committed property and a \$2.4 million CRA revenue bond. The bond will be provided as a grant to the developer after completion. The anticipated costs to the CRA to issue the bond is \$75,000, which gives a total estimated CRA cost of \$2,475,000.
- Approved on August 14, 2018, **801 Strawbridge Hotel, LLC (aka Hilton Tapestry/Hotel Melby)** is under construction (see Figure 3). Consisting of a 156-room boutique hotel and 170 spaces of structured parking, this project also includes off-site public improvements to the Waverly Place alley, valued at \$195,000. The developer is dedicating a minimum of 30 spaces for public parking, providing pedestrian easements, and public streetscape enhancements. The project represents approximately \$35 million of new investment. The City of Melbourne secured a \$2 million HUD Section 108 loan guarantee on behalf of the developer and the CRA committed approximately \$807,000 net present value (NPV) of future TIF, once the hotel is constructed.

During the reporting period there was a total number of six projects under development. Four projects were started and two projects were completed. Information related to expenditures and estimated costs can be found in Table 3.

TABLE 3 - MELBOURNE DOWNTOWN CRA PROJECT LIST

Project	Name	FY 2019 Expenditure	Estimated Cost	Status
1	Façade Improvement Program Project	\$14,396	\$14,396	Completed
2	Strawbridge Avenue Median & Landscape	\$0	\$29,401	Started
3	South Expansion Streetscape Phase 1	\$10,567	\$1,200,000	Started
4	West Crane Creek Pedestrian Bridge	\$0	\$1,500,000	Started
5	Archway/Gateway Refurbish	\$269	\$130,000	Started
6	Riverview Park Improvement	\$25,000	\$25,000	Completed

Project	Name	FY 2019 Expenditure	Estimated Cost	Status
7	Public Private Development Program – Highline Apartments, LLC	\$0	\$2,475,000	Started
8	Public Private Development Program – 801 Strawbridge Hotel, LLC	\$0	\$1,002,000	Started

Goals

The Melbourne Downtown CRA is scheduled to sunset in 2042 and has prioritized a number of projects and initiatives for 2020 and beyond and include the following:

- Go out to bid and begin construction of the South Expansion Streetscape Phase I project in 2020;
- Commence engineering design or be placed on the TPO project list for the South Expansion Streetscape Phase II project;
- Continue the Façade Improvement Program, providing CRA funding on an annual basis;
- Complete planning, design and engineering for the next phase of improvements in Riverview Park, with on-going funding of the CRA;
- Explore alternate funding sources for the Crane Creek Pedestrian Bridge and commence engineering and permitting;
- Continue working with the 801 Strawbridge Hotel/Hilton Tapestry developer to monitor progress of construction and coordinate payments of the HUD Section 108 loan;
- Support the developer of Highline Apartments, LLC to complete construction of their mixed-use building and associated public improvements and issue \$2.4 million of bond money to the developer;
- Continue parking management discussions at the stakeholder level with some recommendations for the CRA/Council to consider;
- Utilize funds from the Downtown Core Right-of-Way/Easement Access and Infrastructure Improvements CIP for continuation of ongoing streetscape improvements;
- Implement a parking management plan as an economic development tool to benefit both businesses and the public by creating a short- and long-term parking strategy to financially sustain current and future parking demand;
- Continue the Community Policing Program to assist with crime prevention and business relations; and
- Explore options for public restrooms in the downtown core.

Project and Program Images



FIGURE 1 - EXECUTIVE CIGAR FACADE IMPROVEMENT - BEFORE & AFTER



FIGURE 2 - HIGHLINE RENDERING & UNDER CONSTRUCTION



FIGURE 3 - HILTON TAPESTRY/HOTEL MELBY RENDERING & UNDER CONSTRUCTION

Babcock Street CRA

The Babcock Street CRA was established in 1997 and was expanded in 2001 and 2003. The area contained within the CRA boundary is approximately 540 acres and is shown on the map in Appendix C.

Revenues have increased 20% over the last budget cycle, exceeding the prior year's increase of 3%, mainly due to higher property valuations and increased investment. Table 4 indicates valuations from the base year and January 1, 2020. The current 2019-2020 revenue from tax increment and interest income is \$1,146,807, which supports the current operating budget, CRA projects and CRA programs. The CRA is scheduled to spend its resources on large capital projects in fiscal year 2020.

TABLE 4 - BABCOCK STREET CRA ASSESSED VALUATIONS

Area	Base Year	Base Valuation	Valuation as of January 1, 2020
Area 1	1997	\$66,708,980	\$171,405,137
Area 2	2001	\$7,579,380	\$9,387,220
Area 3	2004	\$311,060	\$343,580
Totals		\$74,599,420	\$181,135,937

The Babcock Street CRA is located within census tracts 4201, 4700, and 4800. The Community Development Financial Institution (CDFI) of the U.S. Treasury classifies both census tracts as targeted populations and low-income communities². By this classification, these census tracts lack private capital investment because of their deficient demographics including income, poverty, and unemployment as compared with metropolitan area and national averages. Table 5 provides a summary of these CDFI targeted census populations.

TABLE 5 - BABCOCK STREET CRA CENSUS INFORMATION

Census Tract	Median Income as % of Area Median	Poverty Rate	Unemployment Rate	Unemployment Rate Times National Average
4700	71.48%	25.70%	23.20%	2.80
4800	65.61%	23.50%	12.50%	1.51
4201	70.17%	15.70	4.10%	0.49

Total expenditures from the redevelopment trust fund in FY 2019 were \$3,101,001, which includes operating expenditures, transfers/appropriations to capital projects, and capital project expenditures.

No funds were expended for affordable housing for low- and middle-income residents.

² Source: [U.S. Department of the Treasury Community Development Financial Institutions Fund \(CDFI\)](#), 2011-2015 census data.

Projects and Programs

The Babcock Street CRA continues to utilize its resources to achieve goals set forth in the redevelopment plan through capital improvement projects, programs, and initiatives. The extent to which the CRA has achieved its goals in FY 2018-2019 includes:

- Two **Facade Improvement Program** projects were completed:
 - 478 N Babcock Street (KGSM, LLC) – Funding in the amount of \$30,000 was reimbursed. The project leveraged an estimated \$85,659 in additional private investment. See Figure 4.
 - 1905-1917 S Babcock Street (Babcock New Haven, LLC) – Funding in the amount of \$40,000 was reimbursed. The project leveraged an estimated \$197,606 in additional private investment. See Figure 5.
- The **Babcock Street Reconstruction Project** that runs from Hibiscus Street to the Florida East Coast (FEC) railroad has been completed with a total CRA investment in FY 2019 of \$2,213,116 for construction costs. See Figure 6.
- The **Phase III B Medians Project** is under construction along Babcock Street from the FEC railroad to south of Brevard Avenue. Project improvements include landscaped and hardscaped medians, a new continuous sidewalk along the east side, pedestrian and vehicular lighting, water and sewer lines, and storm water improvements. In FY 2019, the CRA spent \$170,824 on engineering costs to finalize the plans and go out to bid. The project is expected to cost \$2.9 million. See Figure 7.
- The **MLK³ Boulevard South Bound Right Turn Lane Project** was a project the CRA intended to begin in 2019 by appropriating \$80,000 for engineering design services, however, the money has not yet been spent due to delays. The project will add a new southbound right-hand turn lane from Dr. Martin Luther King Jr. Boulevard to NASA Boulevard to expand capacity of the roadway. The City is working with the Melbourne Orlando International Airport to acquire right-of-way.
- The **NASA Landscape Medians Project** was added as a capital project in 2014 within the Babcock CRA's five-year capital plan to provide additional enhancements to NASA Boulevard including landscape and irrigation within the existing medians. Plans are complete and the project should go out to bid the 2nd quarter of 2020. In FY 2019, the CRA spent \$2,200 on engineering services.
- The **Hickory Street Complete Streets Project** has been completed with a total CRA contribution in years past of \$150,000. See Figure 8.

During the reporting period there was a total number of five projects under development. Three projects were started and two projects were completed. Information related to expenditures and estimated costs can be found in Table 6.

³ Airport Boulevard was renamed to Dr. Martin Luther King Jr. Boulevard (MLK). Existing CRA projects related to Airport Boulevard will still have that name in our financial systems, but have been renamed in this document for clarification.

TABLE 6 - BABCOCK STREET CRA PROJECT LIST

Project	Name	FY 2019 Expenditure	Estimated Cost	Status
1	Façade Improvement Program Projects	\$70,000	\$70,000	Complete
2	Babcock Street Reconstruction Project	\$2,213,116	\$2,500,000	Complete
3	Phase III B Medians Project	\$170,824	\$2,900,000	Started
4	MLK Boulevard South Bound Right Turn Lane	\$0	\$1,300,000	Started
5	NASA Landscape Medians	\$2,200	\$171,736	Started

Goals

The Babcock Street CRA is scheduled to sunset in 2024 and has prioritized a number of projects and initiatives for 2020 and beyond and include the following:

- Complete construction of the Phase III B Medians Project in 2020;
- Go out to bid and commence construction of the NASA Landscape Medians project in 2020;
- As construction of the Phase III B Medians Project is nearing completion, begin a Request for Proposal (RFP) RFP process for CRA-owned 311 S. Babcock Street for the purposes of private redevelopment;
- Continue funding and promotion of the Façade Improvement Program;
- Begin engineering and design of the southbound MLK Boulevard Right Turn Lane Project; and
- Support the Community Policing Program's merchant outreach initiatives.

Project and Program Images



FIGURE 4 - 478 N BABCOCK STREET FACADE IMPROVEMENT BEFORE & AFTER



FIGURE 5 - 1905-1917 S BABCOCK STREET FACADE IMPROVEMENT BEFORE & AFTER



FIGURE 6 - BABCOCK STREET RECONSTRUCTION PROJECT - COMPLETED



FIGURE 7 - PHASE III B MEDIANS PROJECT - UNDER CONSTRUCTION



FIGURE 8 - HICKORY STREET COMPLETE STREET PROJECT - COMPLETED

Olde Eau Gallie Riverfront CRA

The Olde Eau Gallie Riverfront CRA was established in 2000 and was expanded in 2005 and 2015. The area contained within the CRA boundary is approximately 297 acres and is shown on the map in Appendix C.

Revenues have increased at a rate of 20%, mainly due to higher property valuations and increased investment. Table 7 indicates valuations from the base year and January 1, 2020. The current 2019-2020 revenue from tax increment and interest income is \$560,355, which supports the current operating budget, CRA projects and CRA programs.

TABLE 7 - OLDE EAU GALLIE RIVERFRONT CRA ASSESSED VALUATIONS

Area	Base Year	Base Valuation	Valuation as of January 1, 2020
Area 1	2000	\$16,958,230	\$47,995,470
Area 2	2005	\$44,041,890	\$64,955,150
Area 3	2015	\$771,910	\$855,960
Totals		\$61,772,030	\$113,806,580

The Eau Gallie CRA district is located within census tracts 4201 and 4202. The Community Development Financial Institution (CDFI) of the U.S. Treasury classifies both census tracts as targeted populations and low-income communities.⁴ By this classification, these census tracts lack private capital investment because of their deficient demographics including income, poverty, and unemployment as compared with the metropolitan statistical area and national averages. Table 8 provides a summary of these CDFI targeted census populations.

TABLE 8 - OLDE EAU GALLIE RIVERFRONT CRA CENSUS INFORMATION

Census Tract	Median Income as % of Area Median	Poverty Rate	Unemployment Rate	Unemployment Rate Times National Average
4201	70.17%	15.70%	4.10%	0.49
4202	84.22%	22.70%	11.0%	1.33

Total expenditures from the redevelopment trust fund in FY 2019 were \$507,630, which includes operating expenditures, transfers/appropriations to capital projects, and capital project expenditures.

No funds were expended for affordable housing for low- and middle-income residents.

⁴ Source: [U.S. Department of the Treasury Community Development Financial Institutions Fund \(CDFI\)](#), 2011-2015 census data.

Projects and Programs

Olde Eau Gallie Riverfront CRA continues to utilize its resources to achieve goals set forth in the redevelopment plan through capital improvement projects, programs, and initiatives. The extent to which the CRA has achieved its goals in FY 2018-2019 includes:

- One **Façade Improvement Program** project located at 1540 Highland Avenue (The Ginter Building) was completed and funding in the amount of \$17,500 was reimbursed. This project leveraged an estimated \$108,881 in additional private investment. See Figure 9.
- The **District Street Lighting Project** is anticipated to complete design and go out to bid in 2020, with construction commencing shortly after, representing over \$400,000 in new investment. This project is located on Highland Avenue between Montreal Avenue and St. Clair Street, Bud Yeagar Drive, and the Eau Gallie Square. It includes removal of existing street lighting, the installation of decorative street/pedestrian light poles and fixtures, and market lighting for a portion of Highland Avenue near the Square. In FY 2019, the CRA spent \$15,400 on engineering design services. See Figure 10.
- The **On-Street Parking** project is on hold due to a decision by the CRA to pursue an extension to the sunset date to be able to finance the construction of a parking garage. If the garage becomes unattainable, the CRA will then again look into alternate parking options.
- **Rezoning** efforts were completed for the area located west of US 1, east of the rail road, and north of Eau Gallie Boulevard. This portion of the CRA contains was rezoned to a new zoning district called Integrated Commercial Edge (C-E) and allows for a diverse range of uses from single family residential to commercial to light industrial, meeting the desires of the community and furthering redevelopment opportunities.

During the reporting period there was a total number of three projects under development. Two projects were started and one project was completed. Information related to expenditures and estimated costs can be found in Table 9.

TABLE 9 - OLDE EAU GALLIE RIVERFRONT CRA PROJECT LIST

Project	Name	FY 2019 Expenditure	Estimated Cost	Status
1	Façade Program Projects	\$17,500	\$17,500	Completed
2	District Street Lighting	\$15,400	\$425,00	Started
3	On-Street Parking	\$0	\$275,000	Started

Goals

The Olde Eau Gallie Riverfront CRA is scheduled to sunset in 2025, however, the CRA acknowledges that the redevelopment plan goals will not be accomplished without consideration of extending the sunset. The CRA has prioritized a number of projects and initiatives for 2020 and beyond and include the following:

- Continue to offer the Art Overlay Incentive Program to assist with a commercial conversion;
- Continue to promote the Façade Improvement Program within the targeted commercial area of the CRA;
- Commence construction of the District Street Lighting project; and
- Extend the sunset of the CRA to allow for a parking garage to be financed and constructed. If the garage becomes unattainable, the CRA will then again look into alternate parking options, which may include:
 - Working with the EGAD Main Street organization to study parking strategies, specifically focused on management of the existing parking supply;
 - Complete an on-street parking modification study, with the goal of increasing on-street parking within existing right-of way; and
 - Considering property acquisition for off-street public parking and costs for constructing improvements.

Project and Program Images



FIGURE 9 - THE GINTER BUILDING FACADE IMPROVEMENT BEFORE & AFTER

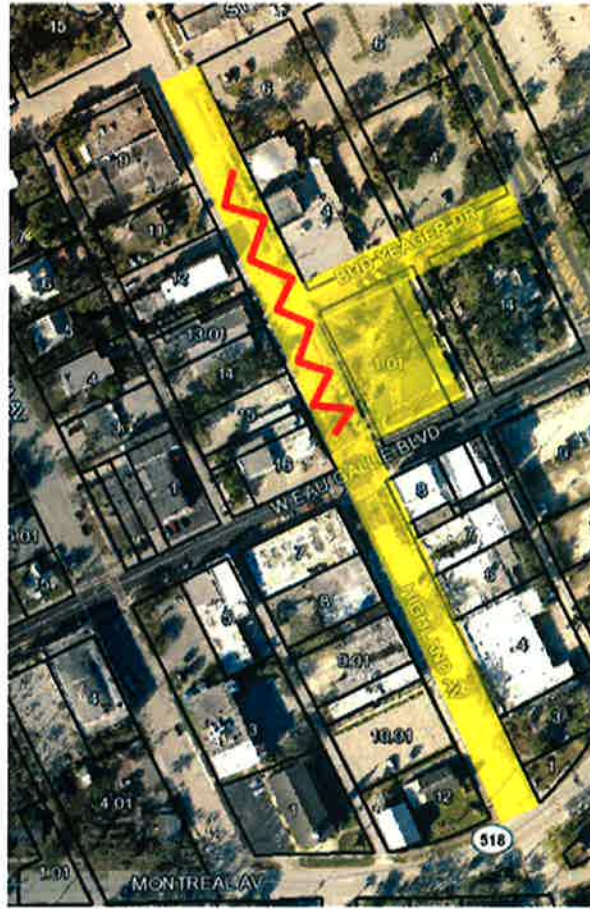


FIGURE 10 - DISTRICT LIGHTING - YELLOW: STREET/PEDESTRIAN LIGHTING, RED: MARKET LIGHTING

Appendix A – CRA Audited Trust Funds

CITY OF MELBOURNE, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2019

	General Fund	Downtown Redevelopment Fund	Babcock Street Redevelopment Fund
ASSETS			
Cash and cash equivalents	\$ 22,593	\$ -	\$ -
Equity in pooled investments	37,802,707	781,951	310,130
Receivables (net of allowance of \$386)	2,978,553	-	-
Interest receivable	183,908	4,846	3,418
Due from other funds	345,426	-	-
Due from fiduciary funds	7,325	-	-
Due from other governments	2,012,255	-	-
Due from other governments, restricted	1,293,173	-	-
Advances to other funds	1,340,706	-	-
Inventory	210,171	-	-
Prepaid items	33,428	-	-
Land held for resale	215,000	-	-
Total assets	<u>\$ 46,445,245</u>	<u>\$ 786,797</u>	<u>\$ 313,548</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 1,722,047	\$ 1,130	\$ -
Accrued payroll expenditures	1,626,870	4,595	4,773
Due to other funds	-	-	264,669
Due to fiduciary funds	1,288,908	-	-
Due to component unit	27,886	-	-
Due to other governments	69,634	-	-
Advances from other funds	-	-	1,154,611
Deposits	367,866	-	-
Unearned revenue	238,928	-	-
Total liabilities	<u>5,342,139</u>	<u>5,725</u>	<u>1,424,053</u>
Deferred inflows of resources:			
Deferred and unavailable revenue	<u>740,655</u>	<u>-</u>	<u>-</u>
Fund balances:			
Non-spendable:			
Long-term advances to other funds	1,340,706	-	-
Inventory	210,171	-	-
Prepays	33,428	-	-
Land held for resale	215,000	-	-
Perpetual care	-	-	-
Restricted:			
Public safety, law enforcement	1,337,058	-	-
Housing and urban improvement	-	-	-
Debt service	873,294	-	-
Economic development	-	781,072	-
Capital improvements	-	-	-
Transportation improvement	-	-	-
Recreation improvement	-	-	-
Fireworks display	18,714	-	-
Assigned:			
General government	106,907	-	-
Public safety, law enforcement	42,806	-	-
Public safety, fire protection	547,493	-	-
Public works	65,244	-	-
Parks and recreation	32,921	-	-
Housing and community development	7,284	-	-
Capital improvements	5,422,500	-	-
Subsequent years budget	755,000	-	-
Unassigned	29,353,925	-	(1,110,505)
Total fund balances (deficits)	<u>40,362,451</u>	<u>781,072</u>	<u>(1,110,505)</u>
Total liabilities, deferred inflows of of resources, and fund balances	<u>\$ 46,445,245</u>	<u>\$ 786,797</u>	<u>\$ 313,548</u>

The accompanying notes are an integral part of this statement.

Olde Eau Gallie Redevelopment Fund	Transportation Capital Improvement Fund	Other Governmental Funds	Total Governmental Funds
\$ -	\$ -	\$ -	\$ 22,593
550,828	26,389,652	11,949,012	77,784,280
-	-	-	2,978,553
1,949	64,727	16,726	275,574
-	-	-	345,426
-	-	-	7,325
-	39,515	3,970,650	6,022,420
-	-	-	1,293,173
-	-	-	1,340,706
-	-	-	210,171
-	-	-	33,428
-	-	-	215,000
<u>\$ 552,777</u>	<u>\$ 26,493,894</u>	<u>\$ 15,936,388</u>	<u>\$ 90,528,649</u>

\$ 4	\$ 277,219	\$ 2,406,033	\$ 4,406,433
1,775	-	-	1,638,013
20,746	-	60,011	345,426
-	-	-	1,288,908
-	-	-	27,886
-	205,159	-	274,793
-	-	-	1,154,611
-	7,092	39,042	414,000
-	-	125,398	364,326
<u>22,525</u>	<u>489,470</u>	<u>2,630,484</u>	<u>9,914,396</u>
-	-	-	740,655

-	-	-	1,340,706
-	-	-	210,171
-	-	-	33,428
-	-	-	215,000
-	-	191,364	191,364
-	-	453,946	1,791,004
-	-	232,835	232,835
-	-	-	873,294
530,252	-	3,258,534	4,569,858
-	-	990,297	990,297
-	22,106,242	1,373,893	23,480,135
-	-	1,401,008	1,401,008
-	-	-	18,714
-	-	-	106,907
-	-	-	42,806
-	-	-	547,493
-	-	-	65,244
-	-	-	32,921
-	-	-	7,284
-	3,898,182	5,404,027	14,724,709
-	-	-	755,000
-	-	-	28,243,420
<u>530,252</u>	<u>26,004,424</u>	<u>13,305,904</u>	<u>79,873,598</u>
<u>\$ 552,777</u>	<u>\$ 26,493,894</u>	<u>\$ 15,936,388</u>	<u>\$ 90,528,649</u>

CITY OF MELBOURNE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019

	General Fund	Downtown Redevelopment Fund	Babcock Street Redevelopment Fund
REVENUES			
Taxes:			
Property	\$ 34,573,821	\$ -	\$ -
Utility and telecommunications	11,966,296	-	-
Franchise fees	7,154,634	-	-
Intergovernmental	17,069,700	1,274,882	918,200
Charges for services	8,508,486	-	-
Impact fees	-	-	-
Licenses and permits	3,381,036	-	-
Confiscated property	-	-	-
Fines, forfeitures, penalties and fees	230,963	-	-
Investment earnings	2,680,771	28,883	44,013
Perpetual care endowment additions	-	-	-
Other revenues	1,066,901	2,800	-
Total revenues	<u>86,632,608</u>	<u>1,306,565</u>	<u>962,213</u>
EXPENDITURES			
Current:			
General government	15,923,830	739,706	221,491
Public safety	43,548,638	-	-
Public works	7,331,993	-	-
Parks and recreation	6,698,094	-	-
Housing and urban improvement	633,211	-	-
Debt service:			
Principal	872,945	146,548	-
Interest and fiscal agent fees	174,834	5,773	56,676
Capital outlay	-	-	-
Total expenditures	<u>75,183,545</u>	<u>892,027</u>	<u>278,167</u>
Excess (deficiency) of revenues over (under) expenditures	<u>11,449,063</u>	<u>414,538</u>	<u>684,046</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	3,413,734	-	-
Transfers out	(6,809,337)	(345,000)	(366,694)
Sale of capital assets	64,849	170,661	-
Total other financing sources (uses)	<u>(3,330,754)</u>	<u>(174,339)</u>	<u>(366,694)</u>
Net change in fund balances	8,118,309	240,199	317,352
Fund balances (deficits), October 1	<u>32,244,142</u>	<u>540,873</u>	<u>(1,427,857)</u>
Fund balances (deficits), September 30	<u>\$ 40,362,451</u>	<u>\$ 781,072</u>	<u>\$ (1,110,505)</u>

The accompanying notes are an integral part of this statement.

Olde Eau Gallie Redevelopment Fund	Transportation Capital Improvement Fund	Other Governmental Funds	Total Governmental Funds
\$ -	\$ -	\$ -	\$ 34,573,821
-	-	-	11,966,296
-	-	-	7,154,634
450,170	116,596	6,572,363	26,401,911
-	-	-	8,508,486
-	967,793	902,732	1,870,525
-	-	-	3,381,036
-	-	317,554	317,554
-	-	-	230,963
18,076	401,218	99,822	3,272,783
-	-	4,050	4,050
15,000	-	74,160	1,158,861
<u>483,246</u>	<u>1,485,607</u>	<u>7,970,681</u>	<u>98,840,920</u>
155,227	-	157,036	17,197,290
-	-	-	43,548,638
-	1,735,587	1,537,740	10,605,320
-	-	35,750	6,733,844
-	-	1,145,717	1,778,928
-	-	-	1,019,493
2,003	-	-	239,286
-	2,060,474	9,563,044	11,623,518
<u>157,230</u>	<u>3,796,061</u>	<u>12,439,287</u>	<u>92,746,317</u>
<u>326,016</u>	<u>(2,310,454)</u>	<u>(4,468,606)</u>	<u>6,094,603</u>
-	4,390,394	5,087,206	12,891,334
(325,000)	(1,019,976)	(209,334)	(9,075,341)
-	-	-	235,510
<u>(325,000)</u>	<u>3,370,418</u>	<u>4,877,872</u>	<u>4,051,503</u>
1,016	1,059,964	409,266	10,146,106
<u>529,236</u>	<u>24,944,460</u>	<u>12,896,638</u>	<u>69,727,492</u>
<u>\$ 530,252</u>	<u>\$ 26,004,424</u>	<u>\$ 13,305,904</u>	<u>\$ 79,873,598</u>

Appendix B – CRA Financials

Balance Sheets & Statements of Revenue and Expenditures

**CITY OF MELBOURNE, FLORIDA
BALANCE SHEET
DOWNTOWN REDEVELOPMENT
SEPTEMBER 30, 2019**

ASSETS

Equity in pooled investments	\$	781,951
Interest receivable		<u>4,846</u>
 Total assets	 \$	 <u><u>786,797</u></u>

LIABILITIES AND FUND BALANCE

Liabilities:

Accounts payable	\$	1,130
Accrued payroll expenditures		<u>4,595</u>
 Total liabilities		 <u>5,725</u>
 Restricted fund balance		 <u>781,072</u>
 Total liabilities and fund balance	 \$	 <u><u>786,797</u></u>

**CITY OF MELBOURNE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
DOWNTOWN REDEVELOPMENT
FOR THE YEAR ENDED SEPTEMBER 30, 2019**

REVENUES

Intergovernmental	\$ 1,274,882
Investment earnings	28,883
Other Revenue	<u>2,800</u>
Total revenues	<u>1,306,565</u>

EXPENDITURES

Current:	
General government	739,706
Debt service:	
Principal	146,548
Interest	<u>5,773</u>
Total expenditures	<u>892,027</u>
Excess of revenues over expenditures	<u>414,538</u>

OTHER FINANCING USES

Proceeds from sale of land	170,661
Transfers out	<u>(345,000)</u>
Total other financing uses	<u>(174,339)</u>
Net change in fund balance	240,199
Fund balance, October 1	<u>540,873</u>
Fund balance, September 30	<u><u>\$ 781,072</u></u>

**CITY OF MELBOURNE, FLORIDA
BALANCE SHEET
BABCOCK REDEVELOPMENT
SEPTEMBER 30, 2019**

ASSETS

Equity in pooled investments	\$	310,130
Interest receivable		<u>3,418</u>
 Total assets	 \$	 <u><u>313,548</u></u>

LIABILITIES AND FUND BALANCE

Liabilities:		
Accrued payroll expenditures	\$	4,773
Due to other funds		264,669
Advances from other funds		<u>1,154,611</u>
 Total liabilities		 <u>1,424,053</u>
 Unassigned fund deficit		 <u>(1,110,505)</u>
 Total liabilities and fund balance	 \$	 <u><u>313,548</u></u>

**CITY OF MELBOURNE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
BABCOCK REDEVELOPMENT
FOR THE YEAR ENDED SEPTEMBER 30, 2019**

REVENUES

Intergovernmental	\$ 918,200
Investment earnings	<u>44,013</u>
Total revenues	<u>962,213</u>

EXPENDITURES

Current:	
General government	221,491
Debt service:	
Interest	<u>56,676</u>
Total expenditures	<u>278,167</u>

Excess of revenues over expenditures	<u>684,046</u>
--------------------------------------	----------------

OTHER FINANCING USES

Transfers out	<u>(366,694)</u>
Net change in fund balance	317,352
Fund deficit, October 1	<u>(1,427,857)</u>
Fund deficit, September 30	<u>\$ (1,110,505)</u>

**CITY OF MELBOURNE, FLORIDA
BALANCE SHEET
EAU GALLIE REDEVELOPMENT
SEPTEMBER 30, 2019**

ASSETS

Equity in pooled investments	\$	550,828
Interest receivable		<u>1,949</u>
 Total assets	 \$	 <u><u>552,777</u></u>

LIABILITIES AND FUND BALANCE

Liabilities:

Accounts payable	\$	4
Accrued payroll expenditures		1,775
Due to other funds		<u>20,746</u>
 Total liabilities		 <u><u>22,525</u></u>

Resticted fund balance		<u>530,252</u>
------------------------	--	----------------

Total liabilities and fund balance	\$	<u><u>552,777</u></u>
------------------------------------	----	-----------------------

**CITY OF MELBOURNE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
EAU GALLIE REDEVELOPMENT
FOR THE YEAR ENDED SEPTEMBER 30, 2019**

REVENUES

Intergovernmental	\$ 450,170
Investment earnings	18,076
Other revenue	<u>15,000</u>
Total revenue	<u>483,246</u>

EXPENDITURES

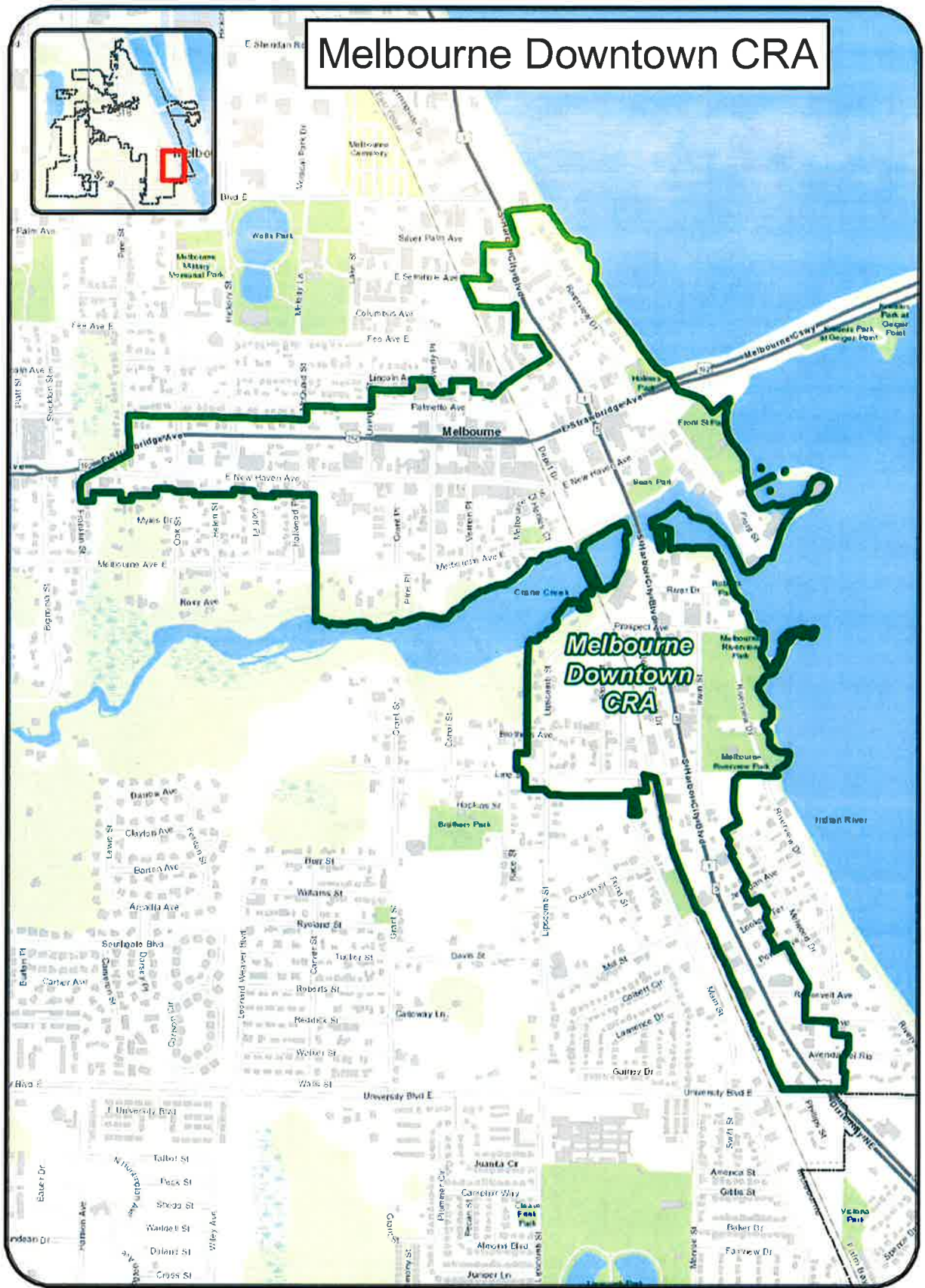
Current:	
General government	155,227
Debt service:	
Interest and fiscal agent fees	<u>2,003</u>
Total expenditures	<u>157,230</u>
Excess of revenues over expenditures	<u>326,016</u>

OTHER FINANCING USES

Transfer out	<u>(325,000)</u>
Net change in fund balances	1,016
Fund balance, October 1	<u>529,236</u>
Fund balance, September 30	<u><u>\$ 530,252</u></u>

Appendix C – Maps



Melbourne Downtown CRA



900 450 0 900 1,800 Feet

1 inch = 900 feet

Legend

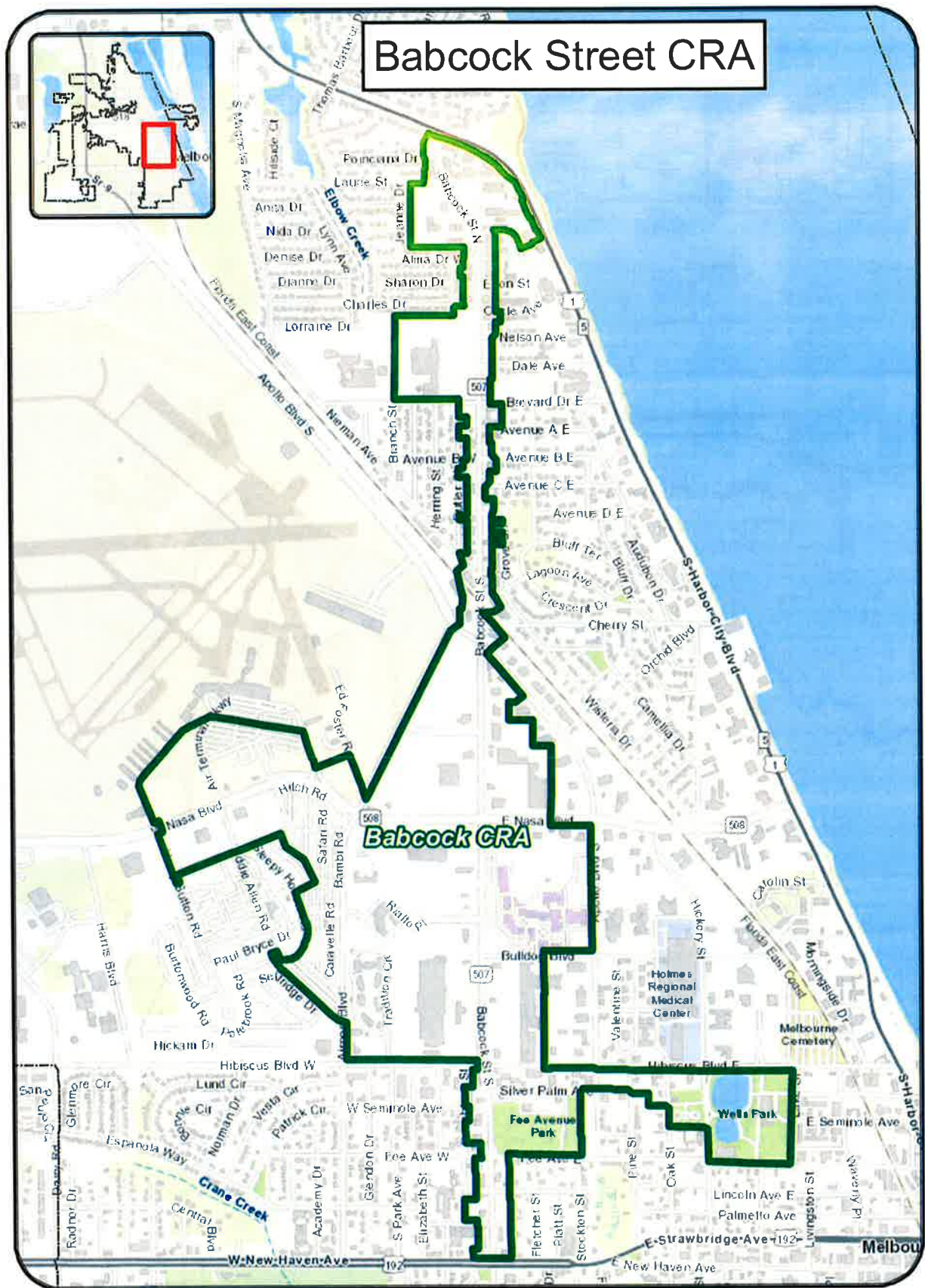
-  City Boundary
-  Melbourne Downtown CRA



mGIS

City of Melbourne
The Harbor City

The Melbourne Downtown CRA
Department of City of Melbourne GIS Team
Prepared by: John Stockman
Last Updated: 5/16/2020 8:25 AM
Map Location: 1400 Melbourne Shoreline Road, GIS Common Template Maps ArcGIS 10.1 Planning and Economic Development CRA, Downtown_1117.mxd
No warranties, expressed or implied, are provided for the property, records and mapping data herein
except their use or interpretation by the User. The City of Melbourne assumes no liability
for any damages, losses, costs or expenses, including but not limited
to attorney's fees, arising from any use or misuse
of the property records or mapping data provided herein.



Legend

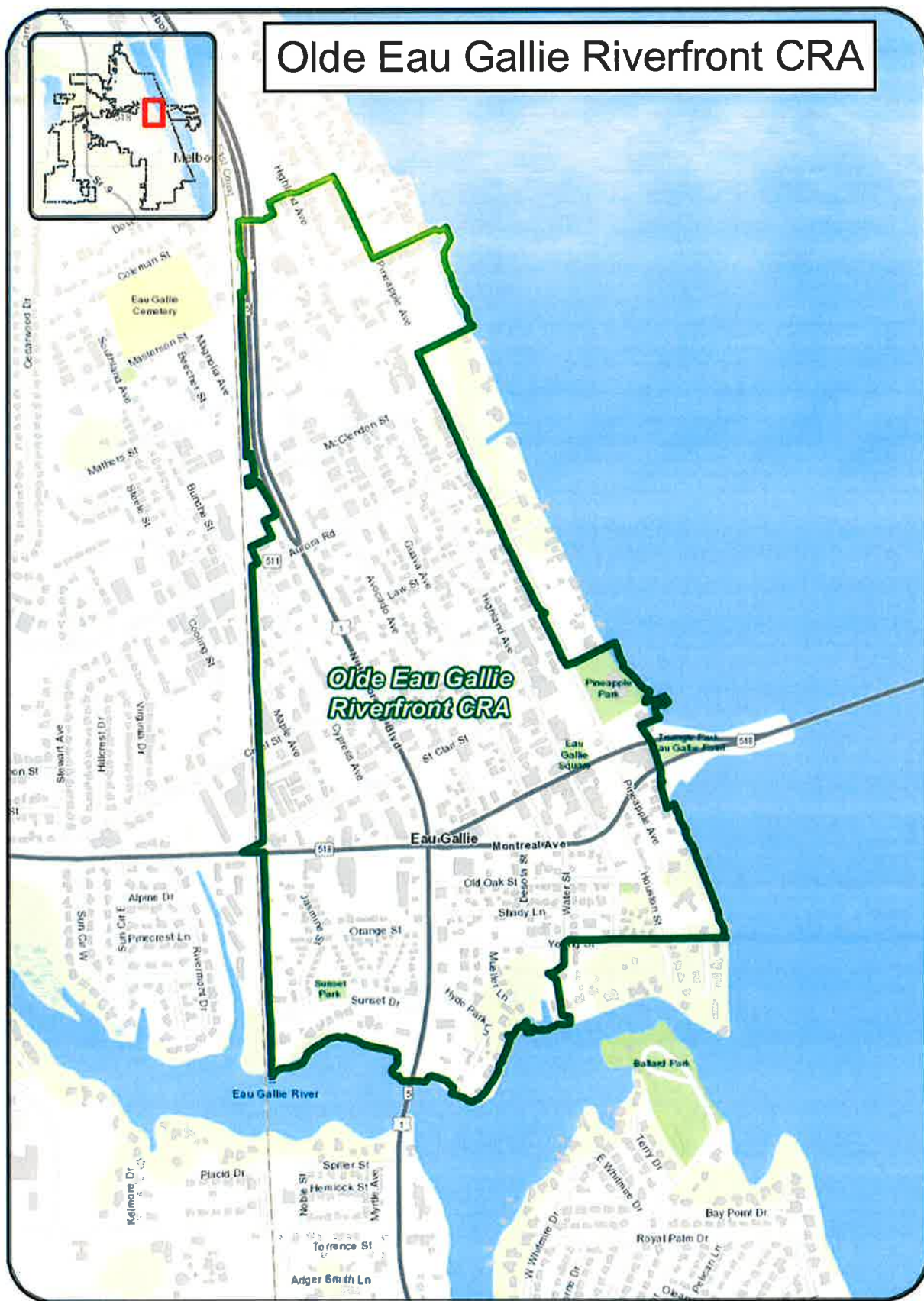
- City Boundary
- Babcock Street CRA

1,250 625 0 1,250 2,500 Feet

1 inch = 1,250 feet



This Babcock Street CRA
Department: City of Melbourne GIS Team
Prepared By: John Sullivan
Last Updated: 2/10/2016 11:27 AM
Map Location: \\admlb01\gis\cra\Babcock\GIS\CommunityRevitalizationArea\Babcock_11x17.mxd
Intuitive purpose only.
No warranty, expressed or implied, is provided for the property records and mapping data herein,
or for the use of information by the User. The City of Melbourne assumes no liability
for any damages, losses, costs, or expenses, including but not limited
to attorney's fees, arising from any use of the information
of the property records or mapping data provided herein.



750 375 0 750 1,500 Feet

1 inch = 750 feet

Title: Olde Eau Gaia Riverfront CRA
Department: City of Melbourne GIS Team
Prepared By: John Stuckman

View Updated: 2/18/2009 12:18 AM

Map Location: \\edmbillorg\home\Shared\Folders\GIS\Common\Templates\Maps\ArcGIS10\TParegAndEconomicDevelopment\CRA_GIS09_The17.mxd

No warranties, expressed or implied, are provided for the property records and mapping data herein or for their use or interpretation by the User. The City of Melbourne assumes no liability for any damages, losses, costs or expenses, including but not limited to attorneys' fees, arising from any User's use or misuse of the property records or mapping data provided herein.



City of
Melbourne
The Harbor City

City of Palm Bay

Bayfront Community Redevelopment Agency

2019 Annual Report

I. Introduction, Mission and Overview

The City established the Bayfront Community Redevelopment District as a Community Redevelopment Agency (CRA) in 1999. The Bayfront Community Redevelopment Agency (Bayfront CRA) is due to sunset in 2024. A CRA is defined as a separate public entity created by the local municipality in order to implement redevelopment activities outlined in Chapter 163 of the Florida Statutes. The mission of the Bayfront CRA is to remove and reduce blight in the District, facilitate economic renewal and attract new capital investment.

The goal of the Agency, as stated in the adopted redevelopment plan, is to develop, redevelop, and revitalize the area over a 30-year period. The adopted vision of the Bayfront Redevelopment Plan is to have the District be redeveloped as an attractive, inviting, and economically successful community with residential, commercial, retail and mixed-use development. This planned regional destination includes an active waterfront village for the enjoyment of all Palm Bay residents.

Fiscal Year 2019 Overview

An annual report of the Bayfront Community Redevelopment Agency (Bayfront CRA) for the fiscal year ending on September 30, 2019 is submitted herewith pursuant to Chapters 163.365(3)(c) and 163.371 of the Florida Statutes.

This report consists of the activities of the Agency and an unaudited financial statement of the Agency as reported by the City of Palm Bay's Comprehensive Annual Financial Report, Fiscal Year 2019.

A copy of the audited financial statement will be included herein following the completion of the City of Palm Bay's Comprehensive Annual Financial Report, Fiscal Year 2019, expected at the end of April 2020.

District Year in Review

"In the earlier part of Fiscal Year (FY) 2019, the Bayfront CRA Board approved minor improvements to Liberia Park, located in the Driskell Heights subdivision in northeast Palm Bay. These improvements included the addition of a picnic bench, the installation

of palm trees as well as a new sunshade to provide residents protection from the elements. These improvements were a continuation of a project which began in FY 2018. In the latter part of FY 2019, the CRA has continued to monitor the construction of Aqua Palm Bay Apartments, 320-luxury style apartment units located on Robert J. Conlan Boulevard and Dixie Highway/U.S. 1 along the Bayfront and expected to be complete in spring 2020. In an attempt to diversify the City's housing stock, City staff from various departments has met with affordable housing developers regarding opportunities to leverage the City's housing grants for elderly and veteran housing. Additionally, the CRA and City staff worked towards soliciting a commercial real estate broker to leverage CRA-owned properties for strategic private commercial development."

– Mayor & Chairman of the Bayfront CRA, William Capote

Total Assessed Taxable Value

Fiscal Year (FY) 2019, provided the Bayfront Community Redevelopment District yet another year of steadily increasing property values.

As reported by the Brevard County Property Appraisers Office, taxable property values within the Bayfront CRA grew to total \$223,965,788 up from the FY 2018 total of \$213,098,886. This represents a net increase of five (5) percent or \$10,866,902 in taxable property value for over last fiscal year.

Tax Revenues

Activity within District provided the Bayfront CRA increased tax revenues to \$1,327,443, a 7.6 percent increase over FY 2018.

The City portion of the increment equaled \$904,909 (68%) while the Brevard County portion totaled \$422,534 (32%) for FY 2019.

For the year, revenues totaled \$2,334,528.

Expenditures

Expenditures for the Fiscal Year 2019 totaled \$1,837,966 with \$1,452,972 allocated to debt service.

Though the FY 2019 approved budget provided \$387,822 in total operational expenses, actual operational cost finished the year 31 percent lower at \$266,902.

At the Regular Meeting of the Bayfront CRA held on May 21, 2019, the Bayfront CRA Board of Commissioners approved a prepayment of \$988,000 in unused bond proceeds

towards the principal balance of the outstanding 2006 Bond debt. This prepayment of a portion of the bond saved the CRA approximately \$179,541.05 in interest payments and moved the payoff date up by two years to calendar year 2022 instead of 2024.

II. Board Members and Staff

Seven commissioners appointed by the City Council serve as the Board of the Bayfront Community Redevelopment Agency (BCRA). As the Fiscal Year 2017 concluded, the City Council revised the composition of the Agency's governing body. Changes include the establishment of each City Councilman as a Bayfront CRA Commissioner to serve congruently with their term of office with the Mayor and Deputy Mayor serving as Chairman and Vice-Chairman respectively. The Board also includes two at-large citizen commissioners that are appointed by City Council.

The City Council of the City of Palm Bay became the governing board for the Bayfront CRA at the end of FY 2017.

Members

William Capote, Chairperson

Brian Anderson, Vice-Chairperson

Harry Santiago, Commissioner

Kenny Johnson, Commissioner

Jeff Bailey, Commissioner

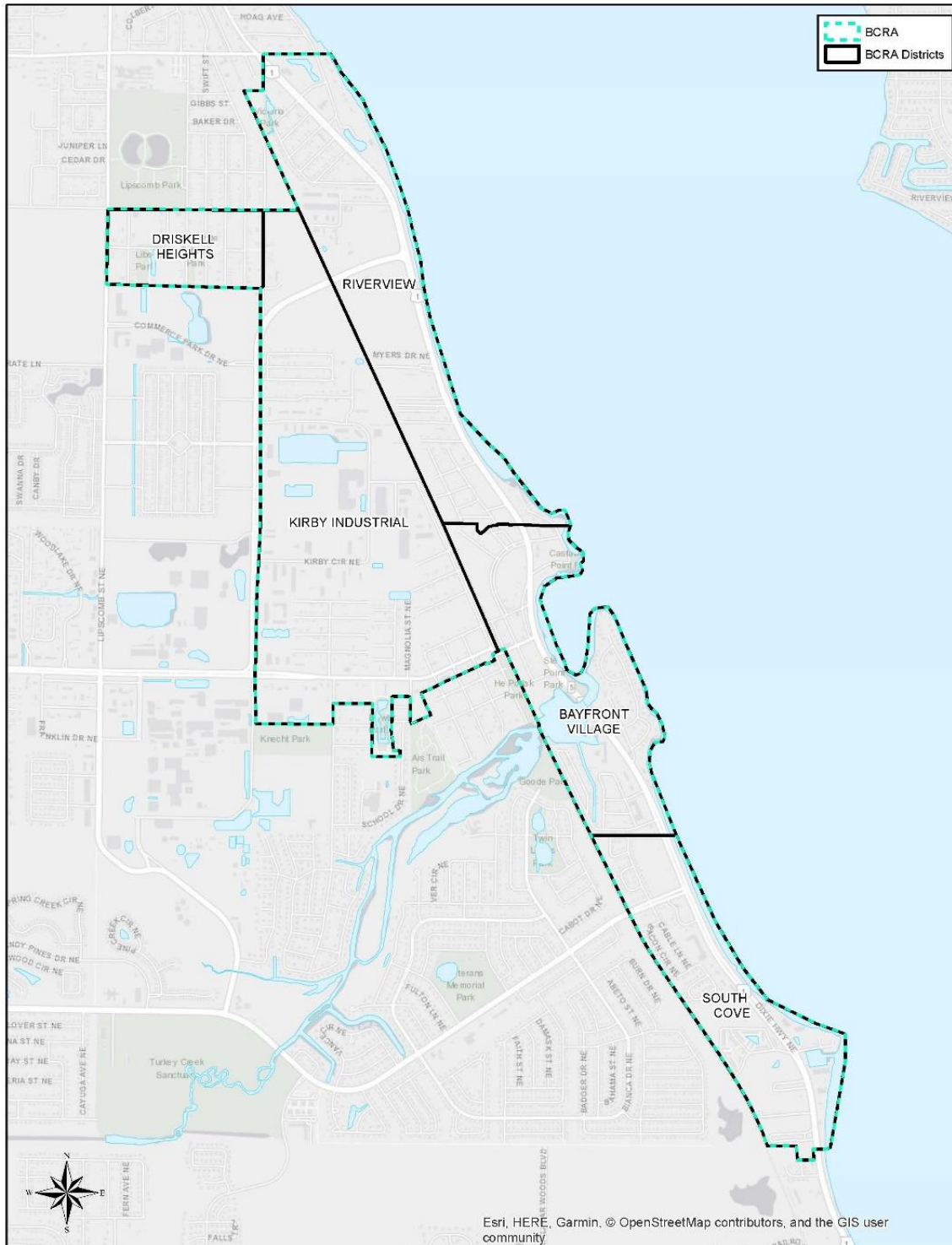
Aaron Parr, Commissioner At-Large

James Ritter, Commissioner At-Large

III. Boundary Lines

The Bayfront Community Redevelopment District is a four-mile section of US Highway 1, bound by the city limits of the City of Melbourne on the north and the Town of Malabar on the south. The Indian River Lagoon makes up the eastern boundary and the western boundary runs south from the US Highway 1 and University Boulevard intersection for approximately 500 feet, then west to the Florida East Coast (FEC) Railroad; south along the railroad about 2,200 feet; west along the city limits at Florida Avenue to Lipscomb St.; south on Lipscomb St. to Doreatha Fields Ave. (also known as Pacific Ave.); east on Doreatha Fields Ave. to Northview St.; south on Northview St. to R. J. Conlan Blvd.; south

on R. J. Conlan Blvd. to Palm Bay Road; east on Palm Bay Road including those parcels abutting the south side of Palm Bay Road to the FEC Railroad; and south on the FEC Railroad to the Malabar town limits.



IV. History

a. Creation Date

In 1994, the Bayfront Community Redevelopment District was determined to be an area of slum and blight, and in 1999 the Bayfront Community Redevelopment District 2024 Plan was adopted by the City of Palm Bay. The Bayfront Community Redevelopment Agency will sunset 25 years from the date of establishment on May 4, 2024.

b. Plan Amendment Dates

The Bayfront CRA did not conduct a Plan Amendment; however, in October 2009, the CRA commissioned MSCW, Inc. to observe and document the conditions of slum and blight. These findings have been reported in the Plan under Appendix A Field Inventory and Analysis.

c. Applicable Resolution(s) and Ordinances

The City created the Agency pursuant to City Resolution 99-20 and approved its Community Redevelopment Plan after the County delegated its authority under Chapter 163, Part III, Florida Statutes, as set forth in County Resolution 99-11. The City created a tax increment redevelopment trust fund (Agency tax increment fund) pursuant to section 163.387, Florida Statutes under City Ordinance 99-19.

V. Projects Overview

Northshore Development's Aqua Project

In 2016, the Bayfront CRA launched a small marketing initiative to promote waterfront redevelopment as part of a published "Expression of Interest." This effort included a video and magazine advertisement that was produced internally for use in communicating the big-picture opportunity to a national audience. One of the successes culminating from that campaign was attracting the attention of an investment group, Northshore Development.

The Bayfront CRA succeeding in its efforts to attract the development of a new multi-family development project, to include commercial frontage along Robert J. Conlan Boulevard. At a regularly scheduled meeting of the Bayfront CRA Board held on August 30, 2018, CRA Board approved a Redevelopment Incentive Agreement for Northshore Development providing for a 90 percent rebate for five years on the assessed value of the new ad valorem tax generated from the project upon completion. The Aqua development project is expected to yield approximately \$52.9 million in private capital

investment, which includes a 320-unit luxury apartment complex and over 40,000 square feet in commercial space providing for office, retail, restaurant, bar, and event venue. The Aqua project is expected to generate approximately \$52.9 million in new ad valorem tax revenue for the redevelopment district upon completion.

The construction of the multi-family component is nearing completion, anticipated for spring 2020. Construction for the commercial frontage will begin as Northshore and its commercial brokerage firm identify end-users and tenants of commercial space.

Maintenance, Landscaping, and Vegetation Management

In FY 2019, the Bayfront CRA continued maintenance of the district's improved rights of way, tracts, retention ponds, and CRA-owned properties, contracting with Ground Professionals. This contract will expire on April 2020 and will not be renewed. Regular mowing and maintenance will be provided by the City's Public Works Department.

Additionally, the Bayfront CRA continued to fund the vegetation management program along the Bayfront shoreline and US Highway 1 providing for visibility and public access, contracting with B.K.I. Consulting Ecologists for vegetation reduction and removal along Bayfront's boardwalk and U.S. Highway 1. This contract expired before the end of the FY and was not renewed.

Palm Bay Entrance Channel Dredging, Historic Pier & Mooring Field

In FY 2017, the Bayfront CRA on behalf of the City of Palm Bay applied for a Florida Inland Navigation District (FIND) Waterways Assistance Program Grant for Palm Bay Entrance Channel Dredging Phase I (Project # BV-PB-16-132) providing for planning and feasibility for possible dredging of the Palm Bay entrance channel. The overall cost for Phase I (bathymetric survey and preliminary site evaluation) was estimated to be \$48,000. The City of Palm Bay was awarded a 50 percent matching grant in the amount of \$24,000 for Phase I, which was completed in FY 2018 (December 2018). In order for the City to collect the 50 percent reimbursement, the City would need to execute a construction contract for Phase II, dredging of the Palm Bay entrance channel; however, following further evaluation, the City and CRA staff decided not to pursue Phase II dredging due to funding constraints in FY 2019.

In FY 2018, the Bayfront CRA commissioned B.S.E. Consultants, Inc. to provide a 10 percent concept design plans for a "Pier Concept" providing for several preliminary engineering designs of a historic pier and restaurant/venue space and a mooring field. The intent of the 10 percent designs was to allow for public comment and input regarding the location, scale, and interest of pursuing the pier concept. The Bayfront CRA held two

public meetings in May 2018 to engage the community in providing input and generate discussion on the concept plan for next steps.

In FY 2018, City Council approved Resolution 2008-17 authorizing the City to submit a subsequent application to the Florida Inland Navigation District (FIND) Waterways Assistance Program for Palm Bay Access Channel Dredging, Mooring Field & Pier Phase I. Phase I would provide for 100 percent design and engineered plans to include the size, location, and scale of the access channel, pier and mooring field. The final application was accepted by FIND in FY 2018, and a FIND Project Agreement was executed by the City of Palm Bay and submitted on March 29, 2019; however, following further evaluation, the City and CRA decided not to pursue due to budget constraints in FY 2019. All FIND projects have been closed out.

VI. Financial Reports

a. Balance Sheet

See Attachment A – Financial Section (Unaudited)

b. Statement of Revenues, Expenditures & Changes in Fund Balances

See Attachment A – Financial Section (Unaudited)

c. Summary of Projects, Grants & Debt

See Attachment A – Financial Section (Unaudited)

VII. Performance Information

a. Total Projects started, completed and estimate cost for each project:

In FY 2019, the Bayfront CRA initiated three (3) new projects, to include Land Acquisition (\$888,259), a Florida Inland Navigation District (FIND) Grant Project for a Mooring Field & Dredging to the Palm Bay entrance channel to Turkey Creek (\$153,495), and Living Shoreline (\$8,000) aimed to restore the shoreline along U.S. 1 and Turkey Creek.

By the end of FY 2019, the CRA completed Liberia Park, which began in FY 2018, spending a total of \$19,602 between both FY 2018 and 2019 out of a total \$25,000 budgeted for the project. The project expenditures included a splash pad, lighting, installation of trees, seating and a sunshade.

Additionally, the CRA completed a portion of the Living Shoreline project, spending \$6,400 out of a total of \$8,000 on planning, design and engineering of the living shoreline project which included mangroves and oyster bags. Because of funding and maintenance, the CRA sought involvement by the City's Public Works Department for installation and maintenance of the mangroves and oyster bags; however, it was determined to be financially infeasible and within the jurisdiction of Florida Department of Transportation and the Florida Department of Environmental Protection as the City did not own the portion of the bayfront for which the mangroves would be installed.

b. Number of jobs created and sector of the economy from which these jobs were created within the CRA

There were no new jobs created as a result of the projects and activities of the Bayfront CRA.

c. Number of jobs retained within the CRA

There were no jobs retained as a direct result of the projects and activities of the Bayfront CRA.

d. Assessed Property Values

When the CRA was enacted in 1998, the base property assessed value was \$100,372,760.00. The 2019 assessed property values was \$223,965,788.

e. Affordable Housing

No CRA funds have been expended for affordable housing projects in FY 2019.

BUDGET AND ACTUAL
BAYFRONT COMMUNITY REDEVELOPMENT AGENCY
For the Year Ended September 30, 2019 (Unaudited)

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES			
Taxes	\$ 1,327,443	\$ 1,327,443	\$ -
Investment Income	6,400	15,667	9,267
Miscellaneous Revenue	-	570	570
Total Revenues	1,333,843	1,343,680	9,837
EXPENDITURES			
Current:			
Economic Environment	579,811	373,888	205,923
Capital Outlay	319,358	11,359	307,999
Debt Service:			
Principal Retirement	1,369,190	1,363,000	6,190
Interest and Fiscal Charges	96,770	89,972	6,798
Total Expenditures	2,365,129	1,838,219	526,910
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,031,286)	(494,539)	536,747
OTHER FINANCING SOURCES			
Transfers In	990,848	990,848	-
Total Other Financing Sources	990,848	990,848	-
Net Change in Fund Balance	\$ (40,438)	\$ 496,309	\$ 536,747
Fund Balance - Beginning		340,401	
Fund Balance - Ending		\$ 836,710	

BALANCE SHEET - GOVERNMENTAL FUNDS
September 30, 2019 (Unaudited)

	General	Bayfront Community Redevelopment Agency	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS				
Cash and Cash Equivalents	\$ 9,047,659	\$ 839,986	\$ 47,704,376	\$ 57,592,021
Investments	7,967,328	451	32,266,812	40,234,591
Accounts Receivable	3,318,728	-	68	3,318,796
Accrued Interest Receivables	-	-	3,059	3,059
Due from Other Governments	2,302,232	-	274,240	2,576,472
Due from Other Funds	89,997	-	184,243	274,240
Land Held for Resale	-	-	4,000	4,000
Prepaid Items	88,895	-	3,595	92,490
Inventory	4,074	-	-	4,074
Total Assets	\$ 22,818,913	\$ 840,437	\$ 80,440,393	\$ 104,099,743
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts Payable	\$ 1,509,019	\$ 3,727	\$ 2,438,194	\$ 3,950,940
Accrued Liabilities	1,415,494	-	4,982	1,420,476
Due to Other Funds	-	-	274,240	274,240
Unearned Revenue	158,945	-	1,764,959	1,923,904
Advances from Other Funds	253,384	-	589,402	842,786
Due to Other Governments	-	-	34,146	34,146
Total Liabilities	3,336,842	3,727	5,105,923	8,446,492
DEFERRED INFLOW OF RESOURCES				
Deferred Business Tax Licenses	371,875	-	-	371,875
Total Deferred Inflow of Resources	371,875	-	-	371,875
Fund Balances:				
Nonspendable	92,969	-	3,595	96,564
Restricted	800,000	836,710	72,855,935	74,492,645
Committed	255,356	-	2,251,588	2,506,944
Assigned	306,944	-	797,146	1,104,090
Unassigned (Deficit)	17,654,927	-	(573,794)	17,081,133
Total Fund Balances	19,110,196	836,710	75,334,470	95,281,376
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 22,818,913	\$ 840,437	\$ 80,440,393	\$ 104,099,743

The notes to the financial statements are an integral part of the financial statements.

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
For Fiscal Year Ended September 30, 2019 (Unaudited)

	General	Bayfront Community Redevelopment	BCRA Construction Fund	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES					
Taxes	\$ 48,117,268	\$ 1,327,443	\$ -	\$ -	\$ 49,444,711
Impact Fees	-	-	-	5,261,719	5,261,719
Licenses and Permits	5,829,324	-	-	-	5,829,324
Intergovernmental Revenues	14,972,423	-	-	1,166,143	16,138,566
Charges for Services	4,423,200	-	-	228,504	4,651,704
Fines and Forfeitures	501,339	-	-	72,751	574,090
Investment Income	589,971	15,667	19,396	456,085	1,081,119
Miscellaneous Revenues	535,669	570	-	177,304	713,543
Total Revenues	74,969,194	1,343,680	19,396	7,362,506	83,694,776
EXPENDITURES					
Current					
General Government	20,058,338	-	2,278	1,028	20,061,644
Public Safety	35,683,856	-	-	194,258	35,878,114
Transportation	5,026,287	-	-	297,041	5,323,328
Economic Environment	-	373,888	-	374,775	748,663
Culture/Recreation	4,227,945	-	-	7,585	4,235,530
Debt Service:					
Principal Retirement	-	1,363,000	-	3,035,095	4,398,095
Interest and Fiscal Charges	-	89,972	-	4,530,615	4,620,587
Capital Outlay	-	11,359	-	9,252,169	9,263,528
Total Expenditures	64,996,426	1,838,219	2,278	17,692,566	84,529,489
Excess (Deficiency) of Revenues Over Expenditures	9,972,768	(494,539)	17,118	(10,330,060)	(834,713)
OTHER FINANCING SOURCES (USES)					
Transfers In	2,182,654	990,848	-	9,401,130	12,574,632
Transfers Out	(8,730,927)	-	(990,848)	(2,014,632)	(11,736,407)
Proceeds from Sale of Capital Assets	713,075	-	-	-	713,075
Issuance of Debt	-	-	-	54,200,641	54,200,641
Total Other Financing Sources and (Uses)	(5,835,198)	990,848	(990,848)	61,587,139	55,751,941
Net Change in Fund Balances	4,137,570	496,309	(973,730)	51,257,079	54,917,228
Fund Balances - Beginning	14,972,626	340,401	973,730	23,773,777	40,060,534
Fund Balances - Ending	\$ 19,110,196	\$ 836,710	\$ -	\$ 75,030,856	\$ 94,977,762

The notes to the financial statements are an integral part of the financial statements.

NOTE 8 - Long Term Debt

The following is a summary of the City's notes payable as of September 30, 2019:

Governmental Activities:	Purpose of Issue	Amount Issue	Amount Outstanding	Remaining Interest Rates (Percent)	Annual Maturity To
Bayfront Community Redevelopment Agency Note Series 2006	Funding redevelopment activities of the BCRA	\$ 6,000,000	\$ 1,142,000	4.100	2024
Local Option Gas Tax Refunding Note Series 2014	Refunding of the Local Option Gas	3,885,000	1,238,000	1.290	2021
Franchise Fee Revenue Note Series 2015	Financing of I-95 Interchange Mitigation costs	4,744,000	3,423,000	2.100	2026
Franchise Fee Revenue Note Series 2016	Partial Refunding of Special Obligation Bonds, Series 2004	3,983,000	3,742,000	4.070	2031
Local Option Gas Tax Note Series 2018	Financing I-95 connector road project	9,000,000	8,848,000	2.710	2033
Total Governmental Activities			<u>\$ 18,393,000</u>		
Business-type Activities:	Purpose of Issue	Amount Issue	Amount Outstanding	Remaining Interest Rates (Percent)	Annual Maturity To
Utility System Refunding Revenue Note Series 2014	Refunding of Utility Revenue Bonds Series 2002, 2003 & 2004	\$ 28,800,000	\$ 11,095,000	2.060	2022
Utility System Refunding Revenue Note Series 2016	Refunding of Utility Revenue Bonds Series 2005B	13,190,000	9,580,000	2.200	2024
Special Assessment Revenue Note Refunding Note, Series 2016	Refunding of special assessments Note, Series 2009	2,060,000	1,257,000	2.420	2024
Total Business-type Activities			<u>\$ 21,932,000</u>		



March 26, 2020

RECEIVED

MAR 30 2020

County Manager's
Office

VIA CERTIFIED AND REGISTERD MAIL

Sherrill F. Norman, CPA
Florida Auditor General
111 West Madison St
Claude Pepper Building, Suite G74
Tallahassee, FL 32399-1450

RE: Rockledge Community Redevelopment Agency Annual Financial Report

Ms. Norman,

In accordance with Florida Law(Chapter 163, Part III) you will find attached the submittal of the Rockledge Community Redevelopment Agency's annual report for fiscal year 2018-2019. The Community Redevelopment Annual Report was filed with the City of Rockledge on March 25, 2020. If you have any questions in regards to this submittal, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Alix Bernard".

Alix Bernard
Planning Director
abernard@cityofrockledge.org

CC: Florida Department of Financial Services
Florida Department of Economic Opportunity
Brevard County Property Appraiser
Rockledge Community Redevelopment Agency
Rockledge City Council
Brevard County Board of Commissioner
✓Brevard County Manager

Rockledge
Community Redevelopment Agency
Annual Report



Community Redevelopment Agency
City Hall – 1600 Huntington Lane
Rockledge, FL 32955
Phone: 321-221-7540

Fiscal Year 2018-2019
Published March 25, 2020

Table of Contents

I.	Introduction, Mission and Overview.....	3
II.	Board Members and Staff	5
III.	CRA Boundary Lines	6
IV.	History.....	7
V.	Projects Overview.....	8
VI.	Financial Reports	12
VII.	Performance information.....	14
VIII.	Additional Annual Reporting Requirements	15

I. Introduction, Mission and Overview

Introduction -- Required Annual Report

Chapter 163.356(3)(c) of the Florida Statutes, requires that community redevelopment agencies file an annual report of their financial activities with the taxing authorities by March 31st of each year for the preceding fiscal year. The details in this report comply with Brevard County and the State of Florida requirements for annual reporting on the Community Redevelopment Agency.

Mission

The mission of the Rockledge Community Redevelopment Agency is to

- Foster revitalization of the specifically identified sub-districts through public investments in order to improve infrastructure and aesthetics, resulting in an inviting area in which the private sector will want to more actively invest.
- Create a wide variety of opportunities to generate interest in and return people to the City of Rockledge to live, shop and work.
- Pursue economic development opportunities, while also serving as a liaison and advocate for the existing business community.

Overview

The Rockledge Community Redevelopment Agency was originally established on January 23, 2002. The Community Redevelopment Agency is divided into four sub-districts. Sub-District I is the Florida Avenue sub-district that encompasses the commercial areas along Florida Avenue from the northern city limits south to Orange Avenue. Sub-District II is the Barton Blvd district. Barton Boulevard serves as an important connector route, linking the residential areas surrounding Fiske Blvd with the residential communities along the riverfront and offering passage through the commercial core of Barton Blvd. Sub-District III is the Rockledge Blvd (US 1) district this starts just south of Eyster Blvd and goes south on US 1 to Barnes Blvd. Sub-District IV is the Barnes Blvd district which starts just east of Fiske Blvd and goes all the way to US 1.

Per the 2018 inter-local agreement between the City and County, the CRA will sunset on September 30, 2026.

b. Transmittal Letter



March ____, 2020

VIA CERTIFIED AND REGISTERED MAIL

Sherrill F. Norman, CPA
Florida Auditor General
111 West Madison St
Claude Pepper Building, Suite G74
Tallahassee, FL 32399-1450

RE: Rockledge Community Redevelopment Agency Annual Financial Report

Ms. Norman,

In accordance with Florida Law (Chapter 163, Part II) you will find attached the submittal of the Rockledge Community Redevelopment Agency's annual report for fiscal year 2018-2019. The Community Redevelopment Annual Report was filed with the City of Rockledge on March ____, 2020. If you have any questions in regards to this submittal, please feel free to contact me.

Sincerely,

Alix Bernard
Planning Director
abernard@cityofrockledge.org

CC: Florida Department of Financial Services
Florida Department of Economic Opportunity
Brevard County Property Appraiser
Rockledge Community Redevelopment Agency
Rockledge City Council
Brevard County Board of Commissioners
Brevard County Manager

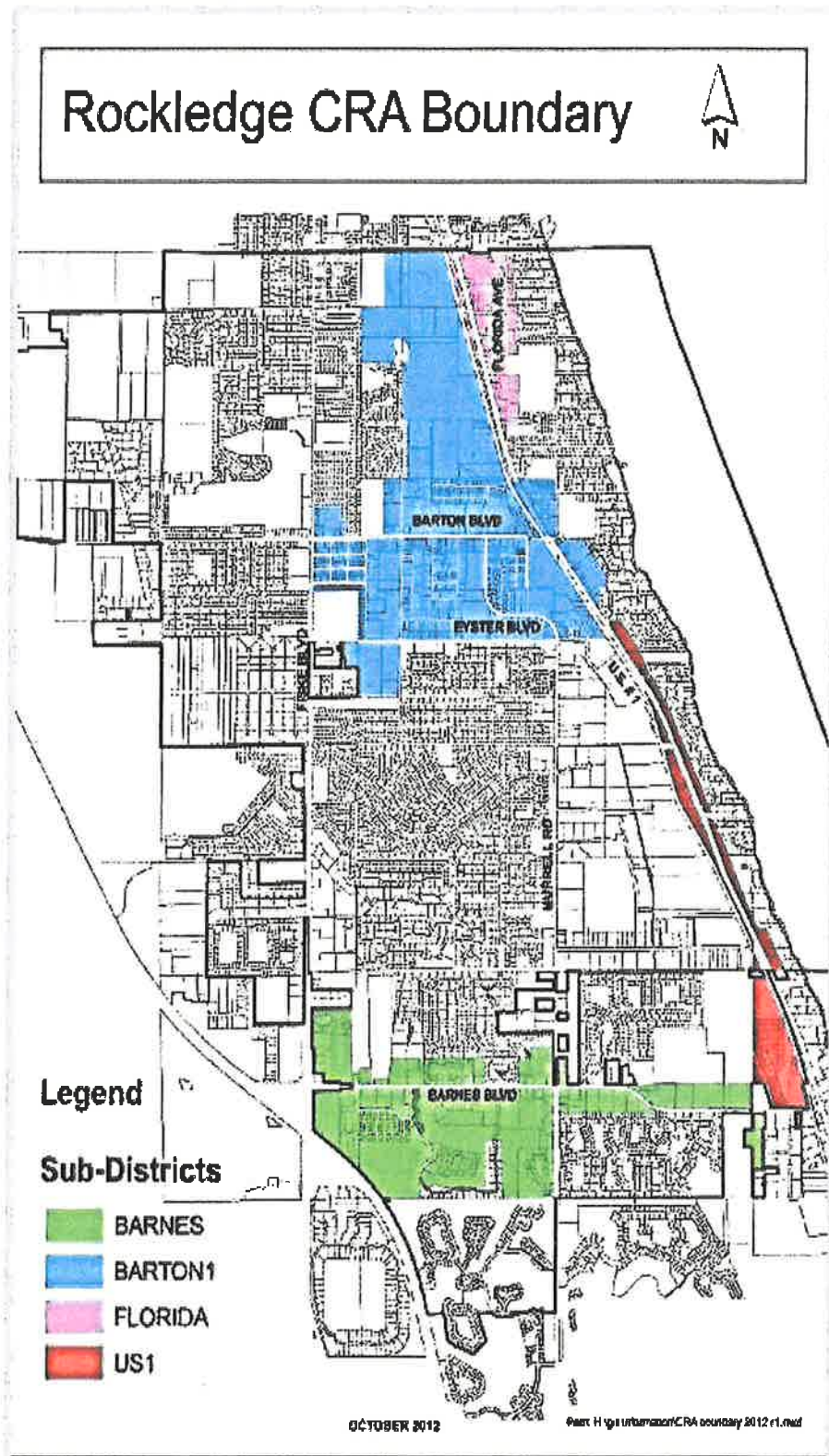
1600 HUNTINGTON LANE | ROCKLEDGE, FL 32955 | 321.221.7540 (F) | 321.204.8336 (F)
WWW.CH00SEROCKLEDGE.COM

II. Board Members and Staff

The Rockledge Community Redevelopment Agency Board of Commissioners is comprised of several members in the community. As of the end of the 2018-2019 fiscal year (September 30, 2019) below is the team who believes in the future vision of the CRA and moving it closer to that goal.

Ed Inman	Chairman
Steve Lum	Vice Chair
Lynne Roll	Commissioner
Carol Laymance	Commissioner
Perry Cameron, Jr	Commissioner
Bill Ellis	Commissioner
Janet Monaco	Commissioner
Dr. Brenda Fettrow	City Manager (Registered Agent)
Joseph Miniclier	Agency Attorney
Matthew Trine	Finance Director/Asst City Manager
Alix Bernard	Planning Director
Britta Kellner	CRA Coordinator
Jennifer LeVasseur	Recording Secretary

III. CRA Boundary Lines



IV. History

- A. The CRA was created on January 23, 2002
- B. The plan was amended on December 5, 2012
- C. Applicable Resolution(s) and Ordinances:
 - i. Resolution 2002- 481
 - ii. Resolution 2012-721

V. Projects Overview

Since the inception of the Rockledge Community Redevelopment Agency in 2002, there have been many significant projects that have made an impact and exemplified the objective of redevelopment.

Critical roadway improvements, infrastructure, transformative and reuse endeavors have been of significant importance and have served as a channel for growth as well as renewed interest from the private-sector in retail and commercial investment in the City of Rockledge and the Community Redevelopment District.

- Signage: U.S. 1 Gateway and Barton Boulevard Business District
- Public-Private Partnerships such as the creation of outparcels at Three Meadows Plaza
- Phases I through V drainage improvements in the Cocoa-Rockledge Land Company
- Acquisition of Barton Boulevard properties for future mixed-use development
- Adaptive reuse project transforming the former police station into an office complex and reading room and book repository
- Barnes Boulevard widening and future roadway enhancements
- Florida Avenue Improvement Project – Phase 1 – Roadway milling, resurfacing, striping, and reflective pavement markers
- Civic Hub completion



The Barnes Boulevard Redevelopment Sub-District has attracted a considerable inventory of new development that is highly desirable for the City and the Redevelopment District since the completion of the widening of Barnes Blvd.

The City of Rockledge invested approximately \$2 million into the Barnes Boulevard County road widening project which expanded Barnes Boulevard from two lanes to four lanes between Fiske Boulevard to just east of Murrell Road. This \$21.2 million project commenced in November 2014 and was completed in 2017. The City of Rockledge is scheduled to take ownership of this roadway in September 2020 at which time streetscaping elements will be implemented.



The Barton Boulevard Civic Hub project is a redevelopment sub-district initiative that was identified in 2015 as a high priority. Following land acquisition and a collaborative hub design process, the Redevelopment Agency Board and City Council approved the conceptual plan for this +/- 1.69-acre parcel. Construction commenced in 2018 and was completed in June 2019.

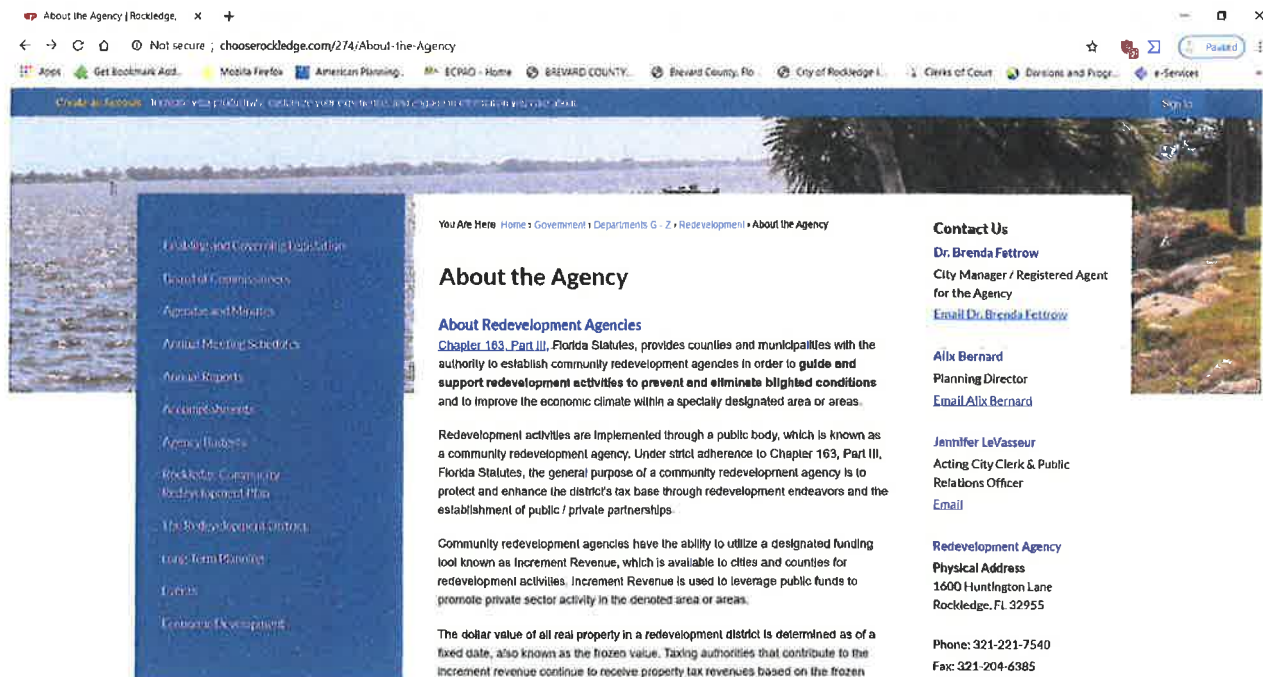
The Civic Hub project has successfully moved from vision to a reality that is ideal for the community interests of residents, businesses and visitors alike with an extremely inviting and functional common area.

The State of Florida in its 2019 legislation required that Community Redevelopment Agencies report on the total number of projects started and completed and the estimated cost for each project.

Total Projects in FY 18/19	Façade Improvement Grants	
Started	13	\$46,043.37
Completed	7	\$41,985.67
	Civic Hub	
Completed		\$1,574,854.13

Website

Screen Shot of the CRA webpage



VI. Financial Reports

A. Balance Sheet (Full Accrual)

FY 2018-2019 Assets:

Cash and Investments	<u>\$1,390,370</u>
Total Assets	\$1,390,370

FY 2018-2019 Liabilities:

Accounts Payable	\$22,301
Other Current Liabilities	\$2,402
City Loan Debt Service – Long Term	\$500,000
City Loan Debt Service – Current	<u>\$250,000</u>
Total Liabilities	\$774,703

B. Statement of Revenues, Expenditures & Changes in Fund Balances (Modified Accrual)

FY 2018-2019 Revenues:

Increment Financing (County)	\$800,584
Misc. income	\$11,028
Increment Financing (City)	\$1,062,308
Interest	<u>\$6,929</u>
Total Revenue	\$1,880,849

FY 2018-2019 Expenditures:

Personnel costs	\$71,577
Debt Service	\$598,113
Operating Expenditures	\$50,952
Capital Projects & Grants	\$1,682,537
Legal	<u>\$14,700</u>
Total Expenditures	\$2,417,879

FY 2018-2019 Changes in Fund Balance

Fund Balance – Beginning of the Year	\$1,902,697
Net Activity FY 2018-2019	<u>(537,030)</u>
Fund Balance	\$1,365,667
Less long term debt	<u>(750,000)</u>
Net Position	\$615,667

C. Summary of Projects, Grants and Debt

The Community Redevelopment Agency engages in a variety of different activities to improve the district. This past fiscal year the major project that was closed out was the completion of the Civic Hub on Barton Blvd. When the project was completed, there was no debt associated with it. In addition, the façade improvement program offered grants to thirteen businesses and one can easily see the improvements that were made. Each year the debt accrued by the Agency is lessened, when the CRA sunsets in September of 2026 there will be zero debt associated with Agency.

VII. Performance information

A. Total projects started, completed and estimate cost for each project:

Total Projects in FY 18/19	Façade Improvement Grants	
Started	13	\$ 46,043.37
Completed	7	\$ 41,985.67
	Civic Hub	
Completed	1	\$1,574,854.13

B. Number of Jobs created and sector of the economy from which these jobs were created within the CRA: *Although the Agency had one major construction project, this was completed through a contractor who hired a variety of trades to complete the civic hub. The number of direct jobs created is not known at this time and they were temporary through the time of the project.*

C. Number of Jobs retained within the CRA: *Although the Agency had one major construction project through a contractor those jobs were temporary through the time of the project. The City has a list of properties developed or redeveloped in the district since the inception of the Agency.*

D. Assessed property values when the CRA was enacted vs. current assessed property values:

Tax Year 2001, Fiscal Year 2002

County \$145,259,660

City \$145,259,660

Taxable Year 2018, Fiscal Year 2019

County \$327,083,959

City \$327,083,959

E. Total amount expended for affordable housing: *This is not a category eligible for Community Redevelopment Tax Increment Financing.*

VIII. Additional Annual Reporting Requirements

- A. Provide the Board of County Commissioner's the Community Redevelopment Agency's proposed budget for the upcoming fiscal year, 60 days prior to the beginning of the fiscal year: *The Community Redevelopment Agency prepares its budget in the spring and thus is compliant with the County's 60 day requirement prior to September 30, 2020.*
- B. Provide the Board of County Commissioner's any budget amendments to its operating budget within 10 days after the adoption by the Community Redevelopment Agency: *The Community Redevelopment Agency has had one budget amendment in FY 2018-2019 and complied with submitting this to the County Manager's office.*

City of Satellite Beach

Community Redevelopment Agency

Annual Report

FY 2018/2019



Pelican Beach Park

TABLE OF CONTENTS

- I. INTRODUCTION, MISSION AND OVERVIEW:**
- II. BOARD MEMBERS AND STAFF**
- III. BOUNDARY LINES:**
- IV. HISTORY**
 - a. Creation Date
 - b. Plan Amendments
 - c. Applicable Resolutions(s) and Ordinances
- V. PROJECTS OVERVIEW**
- VI. FINANCIAL REPORTS**
 - a. Balance Sheet
 - b. Statement of Revenues, Expenditures & Changes in Fund Balances
 - c. Summary of Projects, Grants and Debt
- VII. PERFORMANCE INFORMATION**
 - a. Total projects started, completed and estimated cost for each project
 - b. Number of jobs created and sector of the economy from which these jobs were created within the CRA
 - c. Number of jobs retained within the CRA
 - d. Assessed property values when CRA was enacted vs. current assessed property values
 - e. Total amount expended for affordable housing
- VIII. ADDITIONAL ANNUAL REPORTING REQUIREMENTS**
 - a. Provide the Board of County Commissioners with the CRA's proposed budget for the upcoming fiscal year, 60 days prior to the beginning of the fiscal year
 - b. Provide the Board of County Commissioners any budget amendments to its operating budget within 10 days after the adoption by the CRA.

I. COMMUNITY REDEVELOPMENT AGENCY INTRODUCTION

In partnership with Brevard County, the City of Satellite Beach created the CRA in 2002 to address aging conditions and outdated lot and access patterns along the City's commercial corridors. Since then, the CRA has completed the following in the Redevelopment District: beach access, park, and roadway projects; façade grant improvements; community policing initiatives; and land acquisition. The Community Redevelopment Plan was most recently amended September 20, 2017 by Ordinance No. 1142 to complete all remaining CRA projects by FY 2018/2019.

II. BOARD MEMBERS AND STAFF

CRA Members

Frank Catino, Chairman

Dominick Montanaro, Vice Chair

Mark Brimer

Mindy Gibson

Jodi Rozycki

CRA Staff

Courtney H. Barker, AICP, Executive Director

Clifford Shepard, P.A, General Counsel

John Stone, Administrator

Gwendolynn Peirce, City Clerk

III. CRA BOUNDARY LINES (yellow)



Satellite Beach Community Redevelopment District

IV. HISTORY

- a. Creation Date: June 26, 2002 Ordinance No. 836

The Brevard County Commission adopted Resolution 02-136 on May 21, 2002 delegating to the City of Satellite Beach the authority to create and operate a Community Redevelopment Agency (CRA) pursuant to Florida Statute 163.410

- b. Plan Amendments Dates: 9/17/14 Ord 1097, 2/17/16 Ord 1115, 9/20/17 Ord 1142
- c. Applicable Resolution(s) and Ordinances
 1. Brevard County Resolution 02-137 – Conveying Authority
 2. SB Resolution 755 – Recognizing Blight Condition Area
 3. SB Ord. No. 836 – Sat Bch CRA established
 4. SB Ord. No. 837 – Creating CRA Trust Fund, TIF revenue provisions
 5. SB Ord. No. 849 – Creating CRA Advisory Board

V. PROJECTS OVERVIEW FY 2018/2019

The following projects were undertaken in FY 2016/2017, and are not yet completed as of FY 2018/2019.

- **Civic Center Renovations:** The Civic Center is a meeting place for numerous local community-based groups and functions to include the 55+ Club, renovations will include ADA accessible bathrooms and interior finishes to update the 1960 area meeting spaces. Preliminary engineering and concepts began in FY 2016/2017 with substantial completion of phase 1 in FY2017/2018. Phase II bid was awarded in FY 2019/2020 and is anticipated for completion by the end of FY 2019/2020.
- **FDOT SRA1A Resurfacing Project.** Florida Department of Transportation (FDOT) announced its FY 2015/2016 SRA1A resurfacing project from SR404 (Pineda Causeway) to SR192 (New Haven Avenue), which includes the full SRA1A corridor in Satellite Beach. Through a series of 13 public meetings, a **traffic-safety conceptual engineering plan** was created to request the following additional improvements in the project: additional sidewalks, mid-block crossings to beach accesses to provide pedestrian refuges on SRA1A, SCAT bus shelters, and galvanized mast arms to replace concrete strand pole signalization. The FDOT project start date of August 2016 has yielded several conceptual-plan goals and

Complete Street principles (designing roads for multi-modal transportation). The project was substantially completed in FY2017/2018. The remaining work related to this project that will be taken on by the CRA is the streetscape and landscaping of the medians. Engineering is 90% complete with project kick-off scheduled for FY2018/2019 with a 6-month completion target.

- **Community Redevelopment Plan Amendment** September 20, 2017 by Ordinance No. 1142 the Community Redevelopment Plan was amended to complete all remaining CRA projects by FY 2018/2019. After those projects are completed, the CRA will reduce its focus to maintaining CRA assets, long-term debt-service obligations, and operational expenses. Funds which are in excess of these needs will be sent back to the taxing authorities.
- **Façade Grants** The Community Redevelopment Agency helped fund two commercial properties with the final Façade Grants. In order to receive a Façade Grant, a program application is filled out and approved by the Community Redevelopment Agency. The property must fulfill a list of improvements in order to receive the Façade Grant. The following two locations received a Façade Grant during FY 2018/2019, 700 Atlantic Drive Satellite Beach, FL and 1462 Highway A1A Satellite Beach, FL.

VI. FINANCIAL REPORTS:

Financial Statements and Balance Sheet (unaudited)

FY 2018/2019 CRA Financial Statement					
City of Satellite Beach Community Redevelopment Agency					
Balance Sheet					
Assets					
	Cash and Equivalents			\$	905,803
	Investments			\$	117,427
	Prepaid Expenses			\$	-
	Total Assets				\$ 1,023,230
Liabilities					
	Accounts Payable			\$	479,195
	Due to Other Funds			\$	-
	Due to Other Governments			\$	-
	Total Liabilities			\$	479,195
Reserves/Balances					
	Fund Balance - Reserves			\$	488,758
	Change in Fund Balance			\$	54,279
	Total Reserves/Balances			\$	543,037
	Total Liabilities & Reserves				\$ 1,022,232

[continued on next page]

Income Statement			
	Original Budget	Final Budget	Actual
Revenues			
Taxes (County Portion)	\$ 614,035	\$ 614,035	\$ 614,035
Interest	\$ 3,000	\$ 10,775	\$ 10,775
Other Miscellaneous Revenues			
Sale of Property	\$ -	\$ 562,375	\$ 562,375
Transfer From General Fund (TIF)	\$ 1,408,139	\$ 1,408,139	\$ 1,408,139
Total Revenues	\$ 2,025,174	\$ 2,595,324	\$ 2,595,324
Expenditures			
Operating Expenses:			
Legal Services	\$ 10,000	\$ 7,245	\$ 7,245
Engineering Services	\$ 9,300	\$ -	\$ -
Façade Grant Program	\$ -	\$ 140,000	\$ 140,000
Banking Fees	\$ 100	\$ 10	\$ 10
Operating Supplies	\$ 200	\$ 730	\$ 730
Tuition, Membership, Publications	\$ 400	\$ 175	\$ 175
Total:	\$ 20,000	\$ 148,160	\$ 148,160
Non-Operating Expenses:			
Interfund Memo of Understanding	\$ 277,331	\$ 277,331	\$ 277,331
Brevard Co. Excess TIF Refund	\$ 183,073	\$ 480,156	\$ 480,156
Transfer to General Fund - TIF Refund	\$ 160,000	\$ 160,000	\$ 160,000
Transfer to General Fund - Excess	\$ 339,993	\$ 889,865	\$ 889,865
Total:	\$ 960,397	\$ 1,807,352	\$ 1,807,352
Debt Services:			
CRA Line of Credit - Principal	\$ 313,300	\$ 340,800	\$ 340,800
CRA Line of Credit - Interest	\$ 151,477	\$ 138,517	\$ 138,517
Total:	\$ 464,777	\$ 479,317	\$ 479,317
Capital Outlay:			
Masters A1A Streetscape	\$ 350,000	\$ 39,346	\$ 39,346
Civic Center Renovations	\$ 230,000	\$ 66,870	\$ 66,870
Total:	\$ 580,000	\$ 106,216	\$ 106,216
Total Expenditures:	\$ 2,025,174	\$ 2,541,046	\$ 2,541,045
Net Effect for Fund Type Special Revenue	\$ -	\$ 54,278	\$ 54,279

VI. FINANCIAL REPORTS CON'T

c. Summary of Projects, Grants and Debt

Summary of Projects

Civic Center Renovations

Grants

None

Debt

CRA Line of Credit with Bank of America

VII. PERFORMANCE INFORMATION

- a. Total projects started, completed and estimate cost for each project
 - The Civic Center Project Phase 1 was started in Fiscal Year 2017 and was 95% completed in Fiscal Year 2018 with one payment made in Fiscal Year 2019 to complete Phase 1. Phase 1 was completed; phase II is to be completed in Fiscal Year 2020 with an estimated cost of \$478,769.86.
- b. Number of jobs created and sector of the economy from which these jobs were created within the CRA
 - No created jobs were reported to the CRA.
- c. Number of jobs retained within the CRA
 - No retained jobs were reported to the CRA.
- d. Assessed property values when CRA was enacted vs. current assessed property values
 - Based on the Certified Tax Taxable Value DR-420TIF, the base year taxable value for 2001 was \$124,686,190. The taxable value for 2018 was \$288,505,225.
- e. Total amount expended for affordable housing
 - No funds were expended for affordable housing.

City of Titusville

555 SOUTH WASHINGTON AVENUE
TITUSVILLE, FLORIDA 32796-3584
POST OFFICE BOX 2806 (32781-2806)



PLANNING DEPARTMENT
(321) 567-3778
Fax (321) 383-5700

"Gateway to Nature & Space"
www.titusville.com

March 24, 2020

RECEIVED

MAR 30 2020

County Manager's
Office

Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera, Florida 32940

Re: City of Titusville Community Redevelopment Agency Annual Report

To Whom It May Concern:

The City of Titusville's Downtown Community Redevelopment Agency (CRA), in accordance with Chapter 163, *Florida Statutes*, has filed with the City of Titusville, and other entities, a report of its' activities for fiscal year 2018-2019. The annual report includes a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of fiscal year 2018-2019.

Please find a copy of the annual report enclosed. If you have any questions or comments you may contact me at (321) 567-3778.

Sincerely,

Tim Ford,
Redevelopment Planner

Cc: Wanda Wells, City Clerk
Richard Broome, City Attorney

City of Titusville

Community Redevelopment Agency



Annual Report FY 2018 - 2019

Prepared by
City of Titusville
Community Development
& Finance Departments

Downtown Community Redevelopment Agency

CRA Board Members:

Walt Johnson, Chairman
Dan Diesel, Vice Chairman
Greg Aker
Jim Ball
Robert Jordan
Jo Lynn Nelson
Sarah Stoeckel
Curt Leady - resigned

CRA Staff:

Scott Larese, Executive Director, Community Redevelopment Agency
Richard Broome, City Attorney
Kevin Cook, P.E., Public Works Director
Bridgette Clements, Finance Director
Jenna Ryan, Finance Manager
Wanda Wells, City Clerk
Peggy Busacca, Community Development Department Director
Tim Ford, Redevelopment Planner

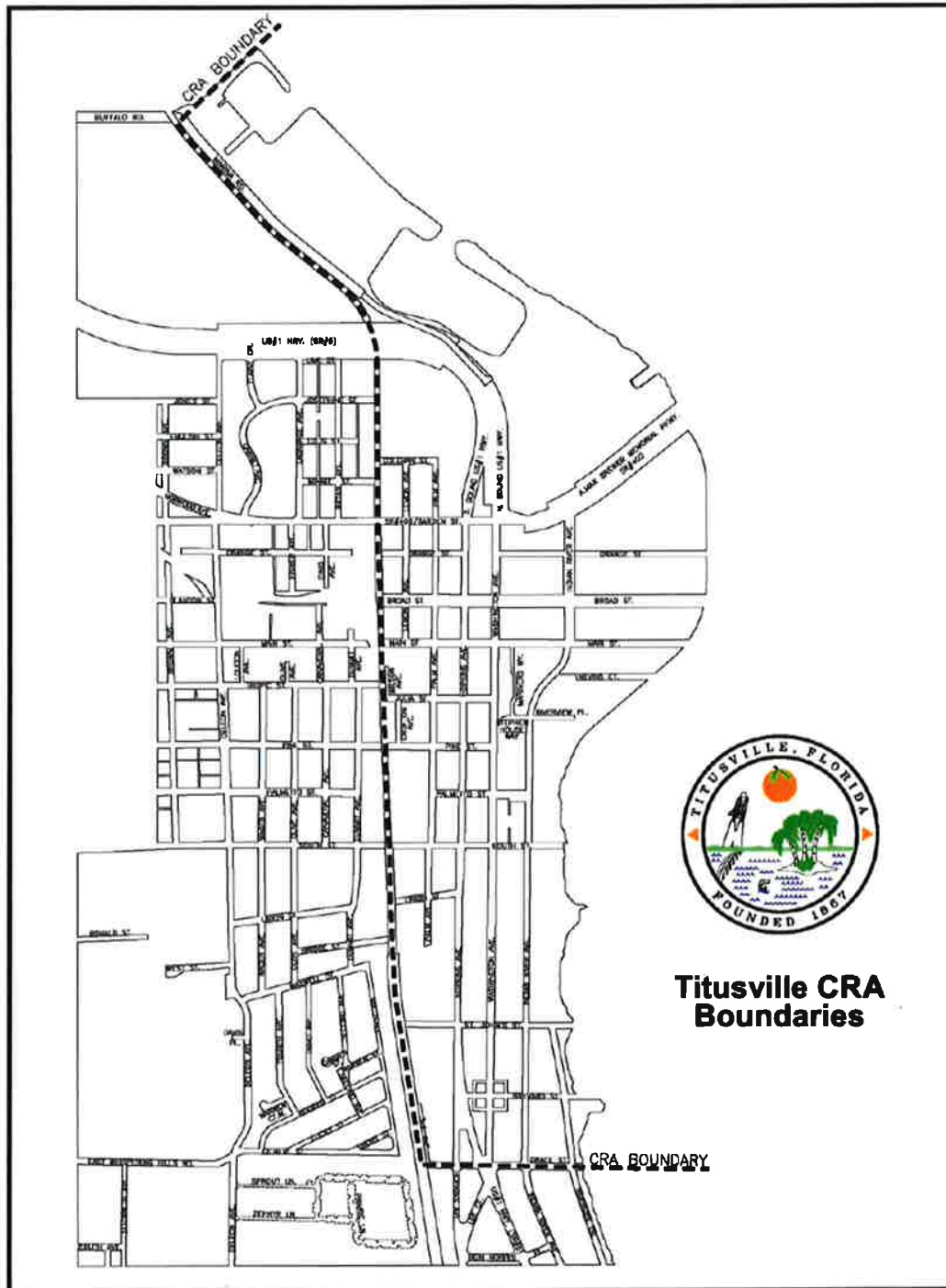
Introduction

The City of Titusville's Community Redevelopment Agency (CRA) was created by the State of Florida in 1982, and the Community Redevelopment Plan was adopted in 1984. Since its creation, the Titusville Community Redevelopment Agency has played an integral role in the revitalization of the Downtown area and the surrounding community. The Downtown area has faced many challenges similar to those in other areas of Florida and the nation. The vision of Titusville's Downtown was established by residents who attended workshops in the 1980's, 1990's and 2000's and determined a set of goals and priorities that have evolved over the years. The original vision of the Redevelopment Plan still stands as a foundation for redevelopment in the Downtown and surrounding neighborhoods.

In an effort to provide residents and visitors with a memorable experience, the City envisions the addition of new mixed-use buildings on infill lots, new open space amenities, enhanced streetscape conditions, new public facilities, and regional storm-water parks. Development standards will be aimed at increasing the area's capacity to accommodate new growth while preserving the historic character of the community. By combining these features with a smarter approach to growth, the City will realize a downtown that will attract sustainable growth and create a unique sense of place in which all residents can be proud.

The Downtown CRA encompasses approximately 300 (299.42) acres of land on the eastern edge of the City and is over a mile and half from its northernmost area at the municipal waterfront park and marina complex, to its southern terminus at Grace Street. The CRA includes the Historic Downtown, or core area and a number of small neighborhoods. The CRA is bounded by the Indian River waterfront on the

east and north and by the Florida East Coast Railroad tracks on the west. The CRA parallels the Indian River and includes over 1.9 miles of waterfront as shown on the following map.



Assessed Real Property Values & Tax Increment Fund Revenue History

The original base year real property value for the Titusville Downtown CRA in 1982 was \$20,495,020. The Titusville Downtown CRA assessed property value in the reporting year of FY2019 was \$101,806,717.

A history of the Titusville CRA Tax Increment Revenue per year since FY2005–2006 is found in Table-1 below. Prior to FY 2005–2006 the Downtown CRA had a steady but low tax increment since its inception in 1982. Over the past decade, the CRA's tax increment revenue has been more volatile due to the impacts of both new development and economic conditions.

Table 1: Tax Increment Revenues by Year (Audited)

FY 2005-2006	\$286,787
FY 2006-2007	\$589,533
FY 2007-2008	\$922,899
FY 2008-2009	\$876,391
FY 2009-2010	\$792,703
FY 2010-2011	\$724,997
FY 2011-2012	\$655,653
FY 2012-2013	\$631,488
FY 2013-2014	\$699,901
FY 2014-2015	\$712,212
FY 2015-2016	\$766,683
FY 2016-2017	\$793,838
FY 2017-2018	\$867,986
FY 2018-2019	\$919,020

The Tax Increment Financing (TIF) revenues for the Downtown CRA increased substantially in fiscal year 2006 - 2007 due to the completion of the Harbor Pointe condominium complex. The first building was added to the tax rolls in fiscal year 2006-2007. This revenue allowed the CRA to complete projects that were not possible with revenues from the previous years.

The three remaining Harbor Pointe buildings were added to the tax rolls in fiscal year 2007 - 2008. Due to the economic downturn and increased foreclosures, the revenue in fiscal year 2008 - 2009 decreased to \$876,391. The revenue for fiscal year 2009 - 2010 was approximately \$792,703. Revenues for the 2010 - 2011 fiscal year decreased further by almost nine percent (9%) to approximately \$724,997. Continuing the downward trend of property values within much of Florida, audited revenues for fiscal year 2011-2012 decreased eleven percent (11%) to \$655,653. TIF revenues in FY2012-2013 slightly declined, with a decrease of 3.8%. The reduction in revenues between FY2009-2010 and FY2012-2013 resulted in a greater percentage of revenues being dedicated to debt service, thereby limiting redevelopment projects that were being undertaken by the CRA during those years. A 9.8% increase in the TIF revenues occurred in FY2013-2014. FY2014-2015 TIF revenues continued trending positive with an increase of \$12,311 or 1.76%. The tax increment figure for FY 2015 – 2016 showed an increase of \$54,471 or 7.65% from the previous fiscal year. FY 2016-2017 tax increment revenues increased \$27,155 in value or 3.5% from the FY 2015 – 2016 increment. The FY2017-2018 Tax Increment revenues saw an increase of \$74,148 or 8.5%. FY 2018-2019 Tax Increment revenues continued the positive trend with an increase of \$51,034 or 5.8% over the FY 2017-2018 TIF revenues with a total TIF of \$919,020.

In 2011, the CRA authorized issuance of a Public Improvement Revenue Note in an amount not to exceed \$2,535,000 to finance roadway and landscaping improvements in conjunction with the FDOT U.S. 1 project. In February 2013, the CRA approved partial repayment of the loan for \$850,000. The repayment funds were the result of lower than anticipated projects costs. The CRA's action produced a total savings of \$1.27 million. The CRA also paid off the Commons Project Bond at a cost of approximately \$95,000. The loan repayments reduced the annual debt service in FY2014-2015 from 34% to 19% of the Annual Revenues, thus providing more opportunities for capital projects in the future. The percentage of annual debt service to annual tax increment values in FY 2016 – 2017 was further reduced to 17% due to a combination of the increase in tax increment values and debt payments. Annual Debt Service in FY2017-2018 was further reduced to 15.7% of the Annual Revenue. Annual Debt Service in FY 2018-2019 again was reduced to 14.66% of the CRA's Annual Revenue.



Harbor Pointe Condominiums on Indian River Avenue

Fiscal Year 2018-2019 Capital and Non-Capital Projects

The Downtown CRA has continued with existing projects during the 2018 - 2019 fiscal year as well as started new projects. The Fiscal Year 2018 – 2019 Capital Projects that were completed and that were started included the following:

Completed Capital Projects & their Estimated Cost:

- ❖ Main Street Streetscape/Coast to Coast Downtown Connector Trail (CRA cost share - \$188,875),
- ❖ Julia & Nevins Court Yards Renovations (\$349,122),
- ❖ Commercial Interior Building Renovation, Commercial Beautification, and Permit & Impact Fee Grant Programs (operational – see detailed grant payouts in the narrative below),
- ❖ Hurricane Repairs (the Commons Parking Lot Lights) (\$170,800),
- ❖ Pedestrian Decorative Light Pole Holiday Bows - 3-D Red Canvas Lamp Post Bows (\$6,408),
- ❖ Street Resurfacing – Palm Avenue and Orange Street east of S. Washington Avenue (\$150,000)
- ❖ Julia Parking Lot Landscaping Lighting (\$1,184)
- ❖ Traffic Signal Box Art Wraps for 10 signal boxes (\$4,150)
- ❖ Solar Power Roof Panels at the Welcome Center (\$13,958)
- ❖ Additional Trash Cans (2) installed (\$2,195)
- ❖ Ten (10) Trash Can Dome Replacements (\$1,212)
- ❖ Two (2) Replacement Trail Bollards (\$1,811)

Capital Projects Started but not completed in the Fiscal Year:

- ❖ Downtown Cameras – equipment purchased but not installed and operational in the fiscal year (the purchase cost of the cameras and equipment - \$2,513.78)

More detail about these projects follows.

Main Street Streetscape – Coast to Coast Downtown Connector Trail

The original Main Street Streetscape project extended from Palm Avenue to Indian River Avenue. The Main Street Streetscape project was presented to the CRA with options for improvements for pedestrians and bicyclists as part of a larger citywide trail system. In October 2014, the CRA approved a plan with marked bike lanes, reconstructed sidewalks and landscaping. The project was bid in the summer of 2015 with bids opened on August 4, 2015. Bids came in over the budgeted \$150,000 amount. The project was rebid with alternatives, with bids due in October FY 2015-2016. The CRA did not award the bid after Florida Department of Transportation (FDOT) plans to construct a cycle track on Main Street, from the FEC Railroad tracks to the intersection of Indian River Avenue and Garden Street as part of the Florida Coast to Coast Trail, became available. These plans conflicted with the City's streetscape plans and the CRA reprioritized the project as a trail improvement. FDOT allocated design funds to the city to design the cycle track and the CRA and City Council appropriated impact fee funds, CRA funds and funds from other projects to construct the proposed cycle track improvements which included the repaving of Main Street and Indian River Avenue and the conversion of Main Street between Washington Avenue and Indian River Avenue to a one way street with parallel on-street parking spaces. Multiple meetings were held from April to August of 2016 with the public, the CRA and City Council to obtain advisability on the ultimate Main Street on-street parking design. Construction of the trail started in FY 2015 – 2016 and continued through FY 2016 – 2017 with street paving, striping, trail lane painting, traffic signal revisions, signage, landscape preparation, etc.

In FY 2018 portions of asphalt road on Indian River Avenue were removed, back filled with soil and curbed to create landscape islands that provided a road diet to Indian River Avenue and provided a protected, separate trail lane. Landscaping was installed in November 2017. A second coat of green and white trail lane marking paint was put down. Fifteen (15) removable metal bollards for street and trail intersections to protect cyclists and pedestrians and to deter vehicle use of the trail lanes were ordered under a contract issued to Santa Cruz Construction, Inc., in the amount of \$22,875. The bollards were installed at the trail and street intersections in December, 2018 which completed the project. The total estimated cost of the project was \$673,000 with the CRA contributing approximately \$188,875.



Completed Downtown Connector Trail

Julia and Nevins Court Renovation

In July 2016, the CRA provided advisability on the renovation of the Nevins and Julia Courtyards. In order to make the courtyard use more flexible and usable for events, visitors, and businesses, approval was granted to remove the existing courtyard structures and install shade structures and possibly the placement of tables and chairs. Demolition work on the existing courtyard structures began in January 2017. In March 2017, the CRA recommended approval of the purchase of shade structures from REP Services from Lake Mary, Florida in the amount of \$231,083. Installation of the shade structures began in January 2018 and was completed by February 2018. On January 9, 2018 a contract was awarded to SDV Services, LLC, from Titusville, Florida in the amount of \$99,800 to remove the existing pavers and concrete bands in the courtyards and repave the area with concrete. The installation of electric receptacles in the courts for use during events was coordinated with the pouring of the concrete floor. After the completion of the concrete base and electrical receptacles, twelve (12) planters, four (4) trash receptacles, and five (5) benches were installed at the courtyards in June 2018. Safety lighting was also installed at the courtyards in FY2019. A request for bids for decorative pavement markings was advertised, received and rejected in November, 2018 due to the cost. Four (4) removable metal bollards were ordered with two (2) each to be placed at the east ends of the courtyards to deter vehicles from driving onto the courts from Mariners Way as part of a contract with Santa Cruz Construction (see Main Street Streetscape – Coast to Coast Downtown Connector Trail above). The bollards were installed in December, 2018 and cost \$7,122. The installation of the bollards completed the project.



Completed Julia Courtyard and Nevins Courtyard Renovations



Security lights in the Julia Courtyard

Commercial Interior Building Renovation, Commercial Beautification, and Permit and Impact Fee Incentive Grant Programs

In FY 2016 – 2017 the CRA created a Commercial Interior Renovation Incentive Grant Program to assist property owners and commercial tenants of older buildings to bring their structures up to current Americans with Disabilities Act (ADA), the Florida Fire Protection Code, and the Florida Building Code standards. The Commercial Interior Building Renovation Incentive Grant Program helps to

expand and improve under-used buildings to increase commercial and mixed use intensity, bring buildings up to code, assist small businesses in the CRA to grow and prosper, and to promote job creation in the district. This grant program offers financial assistance in the form of a reimbursable, 50% matching grant up to a maximum of \$50,000 to the property owner or business owner for eligible expenses associated with the renovation and rehab of the following interior elements of commercial and mixed use building space:

- ❖ ADA requirements
- ❖ Florida Fire Protection Code requirements
- ❖ Florida Building Code requirements including:
 - Interior plumbing to meet code
 - Interior electrical system including lighting to meet code
 - HVAC system to meet code

During fiscal year 2017-2018 the CRA expanded its matching Building Grants Incentive Programs by drafting and approving a new Permit & Impact Fee Incentive Grant Program, revising the Commercial Interior Renovation Grant Program and reactivating and revising its Commercial Beautification Grant Program. The Permit & Impact Fee Program provides a maximum \$50,000 matching one to one grant to help offset the cost of permits and impact fees for new construction in the CRA. The Commercial Interior Renovation Grant Program was revised to provide an additional \$50,000 matching one to one grant for interior building renovations that provide residential and nonresidential mixed-use as an incentive for residential units to be added to the CRA and spur housing in the downtown. The Commercial Beautification Grant Program provides a \$40,000 matching one to one grant for façade and exterior improvements to buildings in the CRA to improve the appearance of the CRA/downtown and eliminate blight. The Grant Programs were further revised to provide payment of 75% of the grant award at project completion and the remaining 25% of the grant award with occupancy of the building at one (1) year after completion of the improvements as an incentive for building owners to have their buildings occupied and not sit empty. The expanded grant program became operational in FY 2019.

Five (5) grants were awarded in FY 2019. The grants awarded included two (2) Commercial Interior Grants, two (2) Commercial Beautification (Façade) Grants and one (1) Permit & Impact Fee Grant for new construction. The total amount of awarded grants was \$118,072.

Two (2) grant payouts were made during the fiscal year. The grant payments were for two (2) Commercial Interior grants, one (1) for \$50,000, and the other for \$4,200 for a total payout of \$54,200.

Since these are 50% matching reimbursable grants with a maximum cap, the grant program leverages more than double the grant amount of investment in the CRA. A CRA Grant Return on Investment History Report found that for completed grant projects and for grant projects under construction the return on investment was \$14.71 for every \$1 of CRA grant money awarded. Considering only completed grant projects since 2008, the ROI was \$3.14 for \$1 of CRA grant money. The reason for the large difference between completed project and both completed and under construction is that there are two (2) major construction projects presently taking place in the CRA, the Launch Now project with an estimated cost of \$5 million of construction and the Beachwave project with an estimated cost of \$3 million.

The return on investment study shows how the grant program is helping to prevent deterioration of older historic properties in the CRA; stimulate interest and investment in the District; encourage the development of business and job growth; and encourage the utilization of existing business stock and new construction in the CRA.

Hurricane Matthew & Irma Repairs (The Commons Parking Lot Lights)

Hurricanes Matthew in FY 2017 and Irma in FY2018 caused significant damage along Titusville's waterfront. The parking lot light poles at the Commons Parking Lot were damaged by the high winds of the two (2) storms. A contract with Chrome Electric of Titusville in the amount of \$170,800 was approved to remove the old and damaged light poles and replace them with fourteen (14) new light poles with L.E.D. lights. The L.E.D. lights are brighter, contribute to the safety of downtown visitors, and are more cost efficient to operate. The wiring and light pole base work was completed during the fiscal year; however, the light poles were not installed until FY2019.



New Commons Parking Lot lighting

Pedestrian Decorative Light Pole Holiday Bows

Ninety six 24 inch 4 loop red canvas holiday bows were purchased at a cost of \$6,408 to replace red velour bows that had been hung on the downtown pedestrian light poles the previous two (2) holiday seasons and had weathered and faded. The new canvas 3-D bows are more durable and have a five (5) year fade warranty. The new bows were hung in the FY2020 holiday season.

Street Resurfacing

Palm Avenue from South Street to Garden Street and Orange Street between S. Washington Avenue and Indian River Avenue were resurfaced in August, 2019. The cost to repave the streets was \$150,000. The streets were cracking and in need of repair. The paving also adds to the appearance of the CRA and helps economic development by providing well maintained streets.



Palm Avenue Resurfacing



Orange Avenue east of S. Washington Ave. Resurfacing

Julia Parking Lot Landscape Lighting

Accent landscape lighting was added to the perimeter of the Julia Street parking lot with eight (8) LED color changing spotlights that are directed upwards into trees along the landscape beds bordering S. Washington Avenue, S. Hopkins Avenue, and the entrance drive on Julia Street. The total cost of the light installation was \$1,184. The lighting color is changed based on holidays and events. The lighting adds to the vibrancy of the CRA.



Julia Street Parking Lot Landscape Lighting

Traffic Signal Box Art Wraps

The CRA partnered with the non-profit organizations, the Greater Titusville Renaissance (GTR) and the North Brevard Art League to create eight (8) vinyl art wraps to be placed on traffic signal boxes on U.S. Route 1 in the CRA between Grace Street to the south and Garden Street to the north. GTR and the North Brevard Art League solicited a call for art with Titusville history, nature and space themes. The art work was approved by the CRA at their September 2018 meeting. Since U.S. Route 1 is a Florida Department of Transportation (FDOT) right of way, the signal box art work proposal was submitted to the FDOT as part of an Aesthetic Feature Agreement. The vinyl wraps were installed in Fiscal Year 2019. Later in the fiscal year FDOT enlarged two (2) of the boxes which required the replacement boxes to be wrapped. The art wraps further the Vibrant Community Initiative – support of the arts goal of the Redevelopment Plan.



Traffic Signal Box Art Wrap examples

Solar Power Roof Panels at the Welcome Center

Solar power was created at the Downtown Welcome Center with the installation of solar power roof panels and electric system in FY 2019. The solar power system helps to power the Welcome Center and reduce electric costs to the City and its taxpayers. The cost of the solar power system was \$13,958.



Solar panels on the Welcome Center roof

Additional Trash Receptacles

Two (2) additional trash cans were added to the Downtown CRA during the fiscal year. The locations of the trash cans were based on requests from downtown merchants. One (1) trash can was located at the northeast corner of the Julia Street Parking Lot and the other trash can was located at the southwest corner of Main Street and Indian River Avenue. The cost of the two (2) trash receptacles was \$2,195.



New trash receptacles at the Julia Parking lot and at Main St. near Indian River Avenue

Trash Receptacle Dome Replacements

Due to aging and deterioration of trash receptacle domes in the Commons Parking Lot, ten (10) new trash receptacle domes were ordered and installed in FY 2019. Since the trash receptacles were still in good order, it was determined that replacing the domes was more cost effective to the CRA than replacing the entire receptacle based on the cost of new trash receptacles as seen above. The cost of the ten (10) trash receptacle domes was \$1,212.



Replacement Trail Bollards

Two (2) replacement trail bollards were purchased and installed along the trail and street intersections due to damage occurring to two (2) of the bollards by vehicles. The two (2) bollards cost \$1,811.

Downtown Cameras

The Titusville Police Department as part of its Community Policing Program requested the CRA to purchase four (4) video cameras and associated equipment to be installed at three (3) strategic

locations in the downtown CRA in order to document areas of high traffic/pedestrian accidents and criminal activity. The cameras will be placed on street light poles at the northeast corner of S. Hopkins Avenue and Julia Street facing the southwest; the Commons Parking Lot at the light pole near the Badcock Furniture store facing southward; and two (2) cameras at the intersection of S. Washington Avenue and Julia Street facing both northward and southward on S. Washington Avenue incorporating the pedestrian crossing at that location where the rapid flashing beacon light is located. The cameras and equipment were purchased in FY2019 but not installed until FY2020.

Non-Capital Projects

The Non-Capital Projects that occurred over the fiscal year are as follows:

- ❖ CRA Special Expenditures Audit for FY 2017 and FY 2018
- ❖ Spaceview Park Connecting Pedestrian Pier Feasibility Study
- ❖ Form Based Code Discussion
- ❖ Streetscape Landscaping and Maintenance
- ❖ Community Policing
- ❖ Historic Preservation Board activities
- ❖ Sand Point Park Civic Center Study
- ❖ Downtown Mixed Use (DMU) Zoning density increased – Uptown Subdistrict
- ❖ Downtown Development Design Review
- ❖ Vacant Buildings and Storefront Survey
- ❖ Handicap Parking Survey
- ❖ Court Yard Floor Decorative Painting Rejected
- ❖ Memorandum of Agreement with the City Regarding Welcome Center Responsibilities
- ❖ Sand Point Civic Center Concept Study
- ❖ Request of Interest (ROI) on Downtown Properties

CRA Special Expenditures Audit for FY2017, FY2018, & FY2019

In February 2019 the CRA tasked the City's independent auditors with auditing the CRA's expenditures for FY2017 and FY2018. The audit found that the CRA's expenditures for those years to be compliant with State Statutes. The auditors were also tasked with auditing the CRA's FY2019 expenditures which were found to be compliant. State legislation was passed in 2019 that will make the auditing of CRA expenditures a requirement in FY2020.

Spaceview Park Connecting Pedestrian Pier Feasibility Study

The CRA approved advisability in July 2019 and a budget amendment in September to fund a feasibility study for a pedestrian pier to connect Spaceview Mercury Park to Spaceview Gemini Park. The parks are separated by an inlet that requires visitors to back track to visit both parks. The pier if found feasible to construct will meet the CRA's Plan goal of connecting the City's parks and providing a water front attraction for residents and visitors to view rocket launches. The study will be completed in FY2020.

Form Based Code Discussion

The idea of a Form Based development code being applied in the CRA district to update the current Downtown Mixed Use hybrid form based – standard zoning code was presented to the CRA during the fiscal year. The FY2020 budget included funding for the possible code update.

Streetscape Landscaping and Maintenance

The CRA continued its funding of the general maintenance of the plantings, lighting and street furniture funded by the CRA along the US-1 corridor (Washington Avenue & Hopkins Avenue) and in the Titusville Downtown Commons area. The maintenance provided by the CRA along the US-1 corridor is at a higher level of maintenance than provided by the Florida Department of Transportation and helps to protect the CRA's investment. The CRA also continues to fund the cost of irrigation and utilities along US 1.

In FY2018, the CRA funded the creation of a part-time maintenance worker to perform a variety of duties that include but are not limited to, litter control, vegetation maintenance, garbage removal, painting, graffiti removal, reporting acts of vandalism, etc. The position was needed due to the increase in the number of visitors to the downtown, many coming to experience the regional and national trails converging in Titusville. The position was funded in FY2019 however the part time employee took ill during the year and did not return to work. The maintenance duties had to be picked up by other Public Works staff while the position was advertised and a person chosen to fill the position which did not occur during the fiscal year.



Maintenance workers mulching a S. Washington Ave. landscape bed

Community Policing

In June 2014, the CRA initiated a Community Policing program. The program consists of law enforcement officers deployed on an overtime basis during varying days and times. Increased activities in the CRA District include business contacts, directed patrols, traffic details, community relations, neighborhood patrols and anti-burglary details. This is thought to be a more cost-effective method to provide coverage as needed, rather than one full-time officer who would have less flexibility to address issues as they arise.

Program accomplishments for the fiscal year are listed below. As the community policing initiative augments the Titusville Police Department's regular presence in the CRA, only those activities conducted during the community policing details are provided. CRA Police Details totaled 175 hours and 44 specific days assigned for the fiscal year and the details involved 440 Property Checks; 52 Traffic Stops; an 9 Suspicious Persons/ Vehicles/ Incidents.

Total incident statistics in the redevelopment district for the fiscal year not part of the CRA Police details were as follows:

Vehicle Burglaries – 41
Residential Burglaries – 2
Commercial Burglaries – 11

Traffic Stops – 748
Traffic Accidents without injuries – 165
Traffic Accidents with injuries - 29

A representative of the Titusville Police Department attends monthly Downtown Merchant Association meetings and held a crime prevention meeting for residents and property owners in the CRA district during the fiscal year. The residents and property owners within the CRA have acknowledged the Community Policing program as a success.

Historic Preservation Activities

The CRA District is home to many of the City's historic resources. The preservation of these historic resources in the community redevelopment district adds to the City's pride and creates pedestrian and visitor appeal, which provides economic development for the City. During the fiscal year the CRA recommended to the City Council that a Historic Preservation Plan be adopted. A twelfth property, the Gibson-Rivers House located at 723 S. Palm Avenue which also is in the CRA District, was added to the City's Local Historic Register in July 2019. The Historic Preservation Board also created a Historic Landmarks brochure which highlights the City's National and Local Historic Register properties and State Historic Markers, again many of which are located within the CRA district.



Gibson-Rivers House at 723 S. Palm Ave.

Sand Point Park Civic Center Feasibility Study

The Sand Point Park Civic Center Feasibility Study was brought before the CRA in May, 2019 to determine whether to move forward with the study however the Board was not in favor of proceeding with the study at this time due to the estimated costs involved and the preference to spend funds on other projects.

Downtown Mixed Use (DMU) Zoning District Density Increased

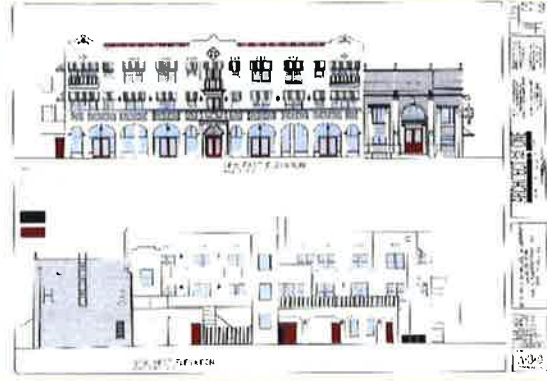
The CRA and City Council approved a Comprehensive Plan and Zoning Code amendment to increase the density of the Downtown Mixed Use (DMU), Uptown Sub-district from 20 dwelling units per acre to 30 dwelling units per acre. The increase in density to the Uptown Sub-district of the DMU zoning district was recommended by the City of Titusville Economic Development Plan to encourage residential development in the downtown and to promote mixed-use development particular in the Sand Point area. The Economic Development Plan determined that the existing 20 dwelling units per acre was insufficient to promote residential development and mixed use in the downtown. The code change also furthers the CRA's Plan goal of increasing residential in the Downtown.

Downtown Development Design Review

Per the Downtown Mixed Use zoning code, the CRA is responsible for the final design review approval of developments with greater than 1.5 acres and 10,001 square feet. During the fiscal year the CRA approved the following developments: the new Beachwave development at 101 A. Max Brewer Causeway; the Launch Now renovation development at 300 – 310 S. Washington Avenue; and the addition to the Titusville Towers at 405 Indian River Avenue.



Beachwave New Construction Development



Launch Now Renovation Development

Vacant Storefront and Buildings Survey

A survey of property owners with vacant storefront and buildings was conducted by staff after being directed by the CRA to try to determine reasons for buildings and storefronts being vacant. Responses were obtained from seven (7) of eleven (11) property owners with vacant buildings in the core downtown area. It was found that six (6) of the seven (7) property owners were actively marketing their properties. Reasons for vacancies varied from renovation work not being completed, the property being in poor shape and needs to be razed, building code issues with renovating older buildings, the age and design of the building limits use of the building, not willing to rent to problem tenants, etc.

Handicap Parking Survey

The CRA requested staff to survey the number of handicap parking spaces in the downtown to determine if there were an adequate number of spaces in the downtown. Staff researched the number of handicap spaces in the downtown and compared it to the number of handicap spaces at the Walmart in the city. It was found that the number of handicap parking spaces in public parking lots was comparable to the number found at the Walmart.

Courtyard Decorative Floor Painting Rejected

In November 2018 the CRA rejected a Request for Proposals for the decorative painting of the Nevins and Julia Court Yards due to only one (1) proposal was submitted, due to the cost of the proposal (\$71,700), and due to the CRA considering that the funds could be better spent on other projects in the CRA.

Memorandum of Agreement with the City regarding Welcome Center Responsibilities

A Memorandum of Agreement (MOA) between the CRA and the City of Titusville was approved by the CRA in March 2019. The CRA paid for the construction of the Welcome Center and owns the Welcome Center building and property while the City provides for the operation and administrative services for the management of the Welcome Center by securing staff and tenants to facilitate the operations of the Welcome Center. Since the City and CRA are two (2) separate governmental agencies a MOU was needed to memorialize each agency's duties and responsibilities. Generally, the CRA will provide for capital improvements at the Welcome Center while the City will provide for the operations and management of the Welcome Center.

Request of Interest on Downtown Properties

The CRA approved a Request of Interest (ROI) on strategic properties for sale in the downtown adjacent to the historic downtown core area. The ROI was the result of the CRA trying to spur interest in the development of the area with a private – public partnership in the construction

of mixed use buildings consisting of residential, commercial, and civic uses to attract people to the downtown. The deadline to submit letters of interest was in FY2020.

New Construction & Businesses

A goal of the City's CRA Plan is to encourage private sector investment in the CRA. New building construction and major renovation work to existing buildings helps the City in combating blight. It also encourages others to invest in the CRA. Thirteen (13) new businesses located in the CRA during the fiscal year. Here are some examples of some of the new businesses and major renovation construction that occurred in FY 2018 – 2019 in the CRA District:



Curaleaf at 200 S. Washington Ave.



C's Waffles at 125 Broad St.



Pier 13 Coffee at 322 B S. Washington Ave.



Mad Utter Ice Cream at 322 A S. Washington Ave.

Summary of Redevelopment Plan Goals Achievement

State legislation now requires a summary indicating to what extent, if any, the community redevelopment agency has achieved the goals set out in its redevelopment plan. A summary of the redevelopment plan goals achievement by the Agency follows.

Becoming a Trail Town

The CRA is well into achieving the goal of making downtown Titusville a "Trail Town" with the completion of the Downtown Connector Trail in FY2019; the installation of primary wayfinding signs and other amenities such as downtown directory signage, a downtown welcome center, bike racks, etc. in previous years; and by being designated the second Trail Town in the State of Florida by the Florida Department of Environmental Protection, Greenway & Trails Division in FY2019. Work still

needs to be done in constructing the missing link of trail between Indian River Avenue and the A. Max Brewer Bridge in the CRA and the trail link from Parrish Park west of the A. Max Brewer Bridge to the Canaveral National Seashore; providing better wayfinding for trail users in the CRA; and continuing to improve streets, parks, sidewalks and parking in the downtown.

Vibrant Community Initiative

The vibrant community initiative goal involves increasing residential development in the downtown, the support of arts and entertainment facilities, and integrating existing recreational facilities in the downtown. The CRA is working to attain this goal with the Launch Now development under construction with the assistance of the CRA Grant Program. Launch Now will provide twenty (20) new boutique apartment units in a mixed use building in the heart of the Historic Downtown. A second residential development with 400 plus units is in the planning stages that is taking advantage of the increase in residential density in the Uptown Subdistrict of the CRA. More residential is needed as pointed out in the City's Strategic Economic Development Plan to make the CRA more vibrant.

The CRA has supported the arts by wrapping traffic signal boxes designed by local artists along US Route 1 and by encouraging murals on buildings in the CRA. More and different kinds of art can be incorporated into the CRA to truly make the downtown a destination for visitors and residents.

The CRA is continuing to integrate existing recreational sites with the completion of the Downtown Connector Trail and by approving a feasibility study for a pedestrian observation pier to link two (2) parks separated by water. The pier will become a waterfront destination for residents and visitors wanting to view rocket launches and take in the scenic view. Other park improvements have included a splash pad, BMX bicycle track, skateboard facility, etc. over the years. Long range plans call for a waterfront trail to connect recreational sites to the downtown and to areas to the south.

Community Policing

Community Policing is an ongoing endeavor in the CRA. Special details to combat homeless and pan handling issues, traffic issues like speeding on S. Washington Avenue and S. Hopkins Avenue, burglaries, prostitution solicitation issues, etc. will be needed to continue to make the CRA a safe place to live, work, invest, and play. The use of cameras being installed in three (3) strategic areas of the CRA as a pilot project will help the Police Department in solving traffic incidents and crimes, and thus reducing criminal activities.

Historic Preservation

Historic Preservation is a tool for the revitalization and adaptive reuse of historic buildings in the City. The majority of historic structures in Titusville are located in the CRA. These historic buildings are an asset to the City and create the City's character. This goal has been furthered with the creation of a Historic Preservation Board, a Historic Preservation Ordinance, the designation as a Certified Local Government; the designation of historic resources to the Local Historic Register of which there are twelve (12); the creation of a local Ad Valorem Property Tax Exemption Ordinance and the CRA Building Grant Program as incentives to renovate historic resources; and the printing of a Titusville Historic Landmarks brochure. There are many more historic resources in the CRA that need to be designated to prevent their razing in order to maintain the City's downtown heritage.

Commercial Beautification Grant & Structural Rehabilitation

The goal of the CRA's Commercial Beautification & Structural Rehabilitation Grant Program is to provide incentives to existing and new property owners to upgrade the exteriors for aesthetics, interiors to meet code requirements, and to incentivize new construction that will ultimately lead to higher occupancy rates, increased property values, and to increase the visual appearance of the CRA. The creation of the CRA's Commercial Interior Renovation Grant in previous years, the reinstituting of the Commercial Beautification Grant and the creation of the Building Permit and Impact Fee Grant that

went into effect in FY 2019 helped to further this goal. As previously stated the return on investment of the grant program shows that the program is worthwhile in priming the pump of investment in the CRA. The program is just back in full effect after being mothballed during the Great Recession. There are many properties in the CRA that can take advantage of this incentive.

Side Street Streetscape

Side street streetscape refers to the streets that intersect with US route 1 (Washington Avenue and Hopkins Avenue). The streets include Orange Street, Broad Street, Main Street, Julia Street, Pine Street, Palmetto Street, South Street, and St. Johns Street. Orange Street east of S. Washington Avenue, and Main Street have been resurfaced. Future plans include the paving of Orange and Pine Streets west of Hopkins Avenue as well as Lemon Avenue and the possible creation of landscape islands on Broad Street similar to what was done on Indian River Avenue when the trail was installed.

Underground Utilities

Converting the overhead power lines on US Route 1 and on Broad Street to underground has been found to be cost prohibitive at this time. A study in 2007 found that the cost to convert the lines to underground as part of the US 1 Streetscaping project in 2010 would be \$1.4 million. The cost would be even higher today. This goal of the Redevelopment Plan has been put on the back burner until it becomes financially feasible.

Targeted Property Acquisition

Targeted property acquisition is a strategic measure that can be used to attract development or provide public improvements such as parks, storm water ponds and conveyance, roads, etc. Without obtaining a loan or bond, it is financially unfeasible for the CRA to purchase any properties at this time. As seen in the Request for Development Interest above, it may be possible for the CRA to form a public-private partnership to acquire strategic property for a desired development in the CRA with the use of tax increment reimbursement.

Wayfinding Signage Program

The CRA has implemented the initial wayfinding signage to include seven (7) directional signs along the Downtown Connector Trail, two (2) downtown directory signs, and two (2) pole signs at the Welcome Center property directing visitors to the Welcome Center, Julia Street parking lot and the bike shop located within the Welcome Center. Additional more detailed wayfinding/directional signs are needed for landmarks in the downtown such as the historic district, the Veterans Memorial, the Space Monuments, the fishing/shrimping pier, the various parks, and the municipal marina.

Event Sponsorship and Marketing

The CRA stopped funding Special Events in FY 2017. The CRA determined that it wanted to concentrate funding on brick and mortar projects and not on special events. Marketing of the CRA has been transferred to the City's Economic Development Division. This goal is no longer in effect.

Banner Signs

Street banners attached to pedestrian light poles in the CRA have included downtown activities such as music, dining, history, culture and the environment. Banners have also been installed to commemorate significant events in the city such as was done for the City's celebration of the City's 150th anniversary of its founding in 2017. The installation of banners on a seasonal and on a replacement basis due to weathering will be a continuing activity that adds to the vibrancy of the City.

Downtown Stormwater Plan

It has been determined that a regional stormwater master plan would be cost prohibitive to implement due to the number of drainage basins that traverse the CRA and due to the ruling that the City's

Stormwater Utility could not pay for the plan. In FY 2019 the CRA advocated the use of Low Impact Development (LID) techniques and public – private partnerships to create stormwater facilities to handle stormwater runoff in the CRA. The implementation of this goal will be a continuing process.

Financial Audit Information

The financial information for the Titusville CRA on the following pages is as reported by the independent auditing firm of James Moore & Company, 121 Executive Circle, Daytona Beach, Florida, 32114. The data was taken from the City of Titusville's Comprehensive Annual Financial Report, Fiscal Year ended September 30, 2019. The financial statement provides information on the Agency's assets, liabilities, income, and operating expenses as of the end of fiscal year 2018 – 2019 in accordance with Chapter 163, Part III, Florida Statutes. Total expenditures from the Redevelopment Trust Fund in the fiscal year were \$ 633,761.

An audit report of the CRA's FY2019 expenditures by the James Moore & Company is also included in this financial section of the Annual Report.

The total amount of funds expended for affordable housing for low income and middle income persons and families was zero (0) in the CRA. It should be noted that affordable housing is not one of the goals of the current CRA Plan and that Titusville has the lowest average monthly residential rent in Central Florida (RentCafe.com October 2019 Report/WKMG Channel 6 News).

City of Titusville, Florida

**Balance Sheet
Governmental Funds
September 30, 2019**

	Downtown Community Redevelopment Agency
Assets	
Cash	111,310
Investments	872,605
Receivables, net	-
Advances to other funds	-
Inventories	-
Total assets	983,915
Deferred Outflow of Resources	
Deferred outflows of resources	-
Liabilities	
Accounts payable	175,214
Accrued liabilities	3,378
Advances from other funds	46,188
Total liabilities	224,780
Deferred Inflow of Resources	
Unavailable resources	-
Fund balance	
Nonspendable	-
Restricted	759,135
Committed	-
Assigned	-
Unassigned	-
Grants	-
Total fund balance	759,135
Total liabilities, deferred inflows and fund balance	983,915

The notes to the financial statements are an integral part of this statement.

City of Titusville, Florida

**Schedule of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds**

For the Fiscal Year Ended September 30, 2019

	Downtown Community Redevelopment Agency
Revenues	
Taxes:	
Property taxes	\$ 919,020
Local option gas tax	-
Utility and franchise taxes	-
Intergovernmental	-
Licenses and permits	-
Charges for services	-
Fines and forfeitures	-
Investment earnings (loss)	47,663
Impact fees	-
Miscellaneous revenue	-
Total revenues	<u>966,683</u>
Expenditures	
Current:	
Legislative	-
Executive	-
Legal counsel	-
Community development	276,945
General administrative services	-
Public works	-
Public safety	-
Support Services	-
Debt Service	
Principal	-
Interest	-
Capital Outlay/Improvements	356,816
Total expenditures	<u>633,761</u>
Excess (deficiency) of revenues over (under) expenditures	<u>332,922</u>
Other Financing Sources (Uses)	
Transfers in	-
Transfers out	(137,881)
Capital leases	-
Total other financing sources (uses)	<u>(137,881)</u>
Net change in fund balances	<u>195,041</u>
Beginning fund balances	564,094
Ending fund balances	<u>\$ 759,135</u>

The notes to the financial statements are an integral part of this statement.

City of Titusville, Florida

**Required Supplementary Information
Schedule of Revenues, Expenditures, and
Changes in Fund Balances - Budget and Actual
Downtown Community Redevelopment Agency Fund
For the Fiscal Year Ended September 30, 2019**

	Original Budgeted Amounts	Final Budgeted Amounts	Actual Amounts	Variance With Final Budget- Positive (Negative)
Revenues				
Property taxes	\$ 917,233	\$ 917,233	\$ 919,020	\$ 1,787
Investment earnings (loss)	-	-	47,663	47,663
Total revenues	<u>917,233</u>	<u>917,233</u>	<u>966,683</u>	<u>49,450</u>
Expenditures				
Current:				
Community development	321,847	321,847	276,945	44,902
Capital Outlay/Improvements	359,200	824,241	356,816	467,425
Total expenditures	<u>681,047</u>	<u>1,146,088</u>	<u>633,761</u>	<u>512,327</u>
Excess (deficiency) of revenues over (under) expenditures	<u>236,186</u>	<u>(228,855)</u>	<u>332,922</u>	<u>561,777</u>
Other financing sources (uses)				
Transfers in	359,200	528,900	-	(528,900)
Transfers out	(497,082)	(666,781)	(137,881)	528,900
Total other financing sources (uses)	<u>(137,882)</u>	<u>(137,881)</u>	<u>(137,881)</u>	<u>-</u>
Net change in fund balances	<u>\$ 98,304</u>	<u>\$ (366,736)</u>	<u>195,041</u>	<u>\$ 561,777</u>
Beginning fund balances			<u>564,094</u>	
Ending fund balances			<u>\$ 759,135</u>	

The notes to the financial statements are an integral part of this statement.



Banner from the Redevelopment Master Plan

West Melbourne/Brevard County Joint
Community Redevelopment Agency
Annual Report to Brevard County



Fiscal Year 2018-2019
Published March 3, 2020

Community Redevelopment Agency
City Hall – 2240 Minton Road, West Melbourne, FL 32904
Phone: 321-837-7771 Fax: 321-768-2390

TABLE OF CONTENTS
ANNUAL COMMUNITY REDEVELOPMENT AGENCY REPORT

	Page #:
I. INTRODUCTION	4
a. Mission and Overview	
b. Transmittal Letter for Taxing Agencies	
II. BOARD MEMBERS AND STAFF	7
III. BOUNDARY LINES – MAP IS ATTACHED AS AN APPENDIX	8
IV. HISTORY	9
a. Creation Date	
b. Plan Amendment Dates	
c. Applicable Resolution(s) and Ordinances	
V. PROJECTS OVERVIEW	10
VI. FINANCIAL REPORTS	15
a. Balance Sheet	
b. Statement of Revenues, Expenditures & Changes in Fund Balances	
c. Summary of Projects, Grants & Debt	
VII. PERFORMANCE INFORMATION	17
a. Total projects started, completed and estimate cost for each project	
b. Number of jobs create and sector of the economy from which these jobs were created within the CRA	
c. Number of jobs retained within the CRA	
d. Assessed property values when CRA was enacted vs. current assessed property values	
e. Total amount expended for affordable housing	

VIII. ADDITIONAL ANNUAL REPORTING REQUIREMENTS	18
a. Provide the Board of County Commissioners the CRA’s proposed budget for the upcoming fiscal year, 60 days prior to the beginning of the fiscal year	
b. Provide the Board of County Commissioners any budget amendments to its operating budget within 10 days after the adoption by the CRA	

IX. SUMMARY	19
-------------	----

Appendix – Joint West Melbourne-Brevard County Community
Redevelopment Area map

Note for this report: CRA = Community Redevelopment Area

CRA ≠ Community Redevelopment Agency

The phrase Community Redevelopment Agency is spelled out in this report to distinguish the two terms.

SECTION I – INTRODUCTION

a. MISSION AND OVERVIEW

REQUIRED ANNUAL REPORT -

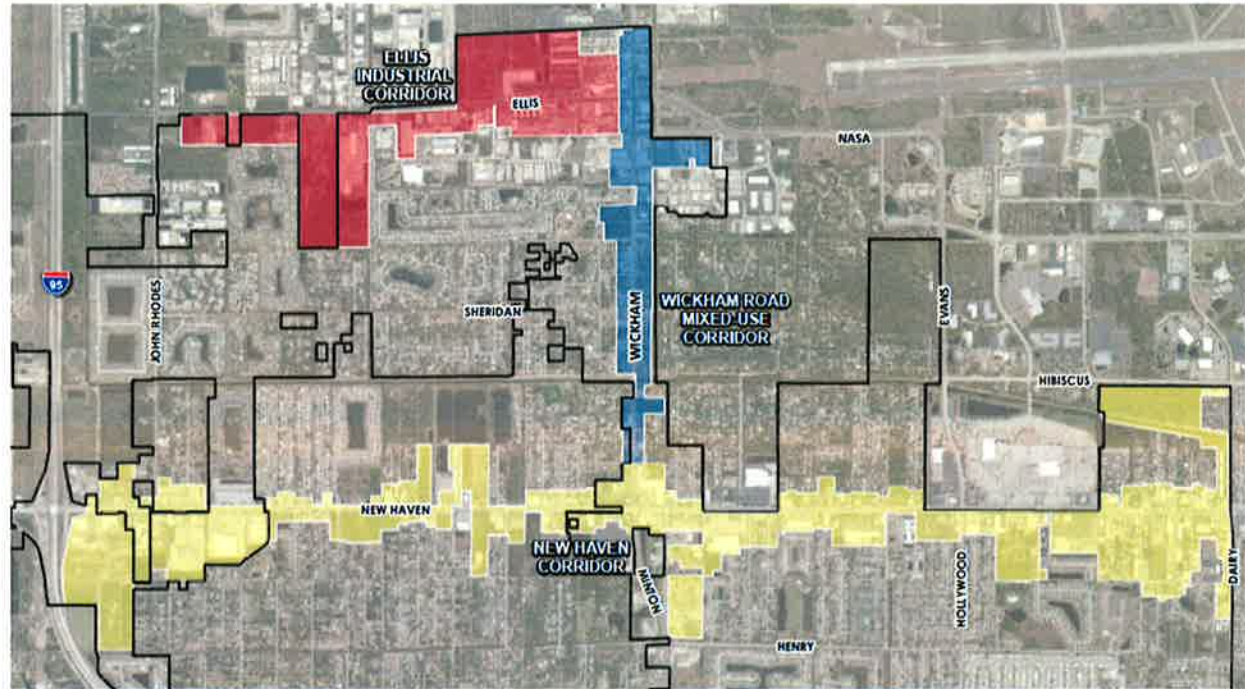
Chapter 163.356(3)(c), Florida Statutes, requires that community redevelopment agencies file an annual report of their financial activities with the taxing authorities by March 31st of each year for the preceding fiscal year. The details in this report comply with Brevard County and State of Florida requirements for annual reporting on this joint community redevelopment area. This annual report has been prepared and is filed for fiscal year 2018-2019.

This report is a retrospective review of the Community Redevelopment Agency's efforts, the financial status of the trust fund, the beautification efforts near the interchange of I-95 and New Haven Avenue, and capital improvement programs as of the close of the 2018-2019 fiscal year on September 30, 2019.

WHEN WAS IT FORMED?

The unique West Melbourne/Brevard County Joint Community Redevelopment Agency was created in 2011. This redevelopment area encompasses two unincorporated areas and three areas in the West Melbourne city limits along three main corridors: the New Haven Corridor that stretches from the Intersection of I-95 to Dairy Road, the Wickham Road Mixed-Use Corridor that extends north from New Haven Ave to Emerald Drive, and the Ellis Industrial Corridor that extends west from Wickham Road to John Rodes Blvd (the following map shows the CRA boundaries).

Per the 2018 interlocal agreement between the City and County, the CRA will sunset on September 30, 2038 (five years earlier than the Statutorily allowed 30 year horizon).



2013 REDEVELOPMENT MASTER PLAN

The adopted Redevelopment Master Plan guides the redevelopment focus of the CRA. The three primary categories addressed in the Plan are:

- 1) Identification of primary redevelopment opportunity areas and corresponding infrastructure including sidewalks, bike paths, stormwater and utilities.
- 2) Identification of private investment opportunities as well as recommended programs for improvements including gateways, streetscape, wayfinding and branding.
- 3) Identification of governmental actions that can implement some of the 55 strategies listed in the Master Plan including updates to comprehensive plans, land development codes, proactive code enforcement, business development programs and incentives for business retention.

b. TRANSMITTAL LETTER

West Melbourne/Brevard County Joint
Community Redevelopment Agency

Hal J. Rose, Chairman
John Dittmore, Vice-Chairman
Daniel Batchelder
Pat Bentley
Adam Gaffney
Barbara A. Smith
Andrea Young
Kristine Isnardi



CITY HALL
2240 Minton Road
West Melbourne, FL 32904
Phone: (321) 727-7700
Fax: (321) 768-2390
www.westmelbourne.org

Date: March __, 2020

VIA CERTIFIED AND REGISTERED MAIL

Florida Auditor General;
Florida Department of Financial Services;
Florida Department of Economic Opportunity;
Brevard County Property Appraiser;
Joint West Melbourne-Brevard County Community Redevelopment Agency;
City Council; and
Brevard County Board of Commissioners (all); and County Manager

RE: West Melbourne/Brevard County Joint Community Redevelopment Agency Annual
Financial Report

Ladies and Gentlemen,

City staff is pleased to submit the West Melbourne/Brevard County Joint Community Redevelopment Agency Annual Report for fiscal year 2019-2020. The Joint Community Redevelopment Agency Annual Report was filed with the City of West Melbourne and Brevard County on March __, 2020. Under Florida law (Chapter 163, Part III), local governments are required to file a report of the activities of the previous fiscal year by March 31st of each year. This transparency supports the efficient utilization of resources when they are applied to the redevelopment of our business corridors.

Attachment

SECTION II – BOARD MEMBERS AND STAFF

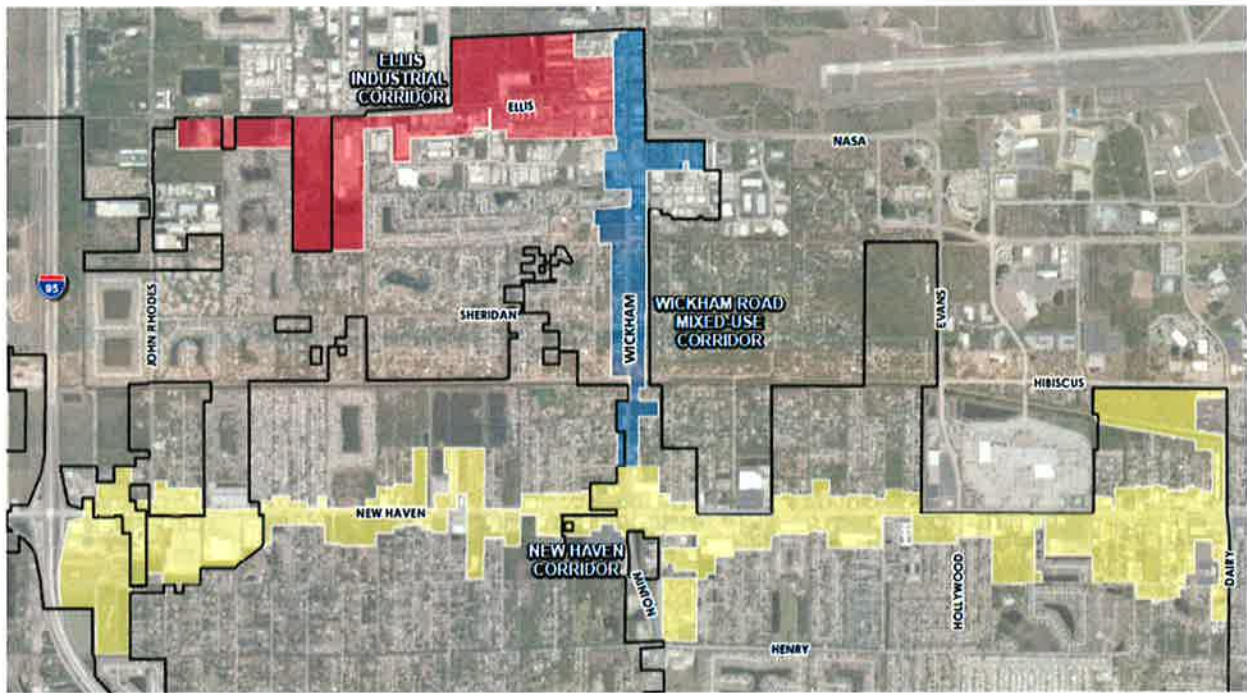
Who are the members of the Community Redevelopment Agency?

The activities and programs offered within a CRA are administered by the Community Redevelopment Agency. An eight-member Community Redevelopment Agency Board created by the City of West Melbourne and Brevard County in 2011. The Community Redevelopment Agency Board is served by the City of West Melbourne staff at no cost to the Agency. Community Redevelopment Agency members and staff at the close of the fiscal year on September 30, 2018, are listed in the table below.

WEST MELBOURNE/BREVARD COUNTY JOINT
COMMUNITY REDEVELOPMENT AGENCY
(As of October 1, 2020)

Chairman	Hal Rose (West Melbourne Mayor)
Vice Chairman	Kristine Isnardi (District 5 County Commissioner)
CRA Official	Daniel Batcheldor (West Melbourne Council)
CRA Official	Barbara Smith (West Melbourne Deputy Mayor)
CRA Official	John Dittmore (West Melbourne Council)
CRA Official	Andrea Young (West Melbourne Council)
CRA Official	Pat Bentley (West Melbourne Council)
CRA Official	Adam Gaffney (West Melbourne Council)
Registered Agent	Scott Morgan (West Melbourne City Manager)
CRA Attorney	Morris Richardson (West Melbourne City Attorney)
Executive Director	Christy Fischer (West Melbourne Planning Director)
CRA Clerk	Cynthia Hanscom (West Melbourne City Clerk)
Financial Officer	Margi Starkey (West Melbourne Finance Director)

SECTION III – BOUNDARY LINES (see Appendix map for larger size)



SECTION IV – HISTORY

a. Creation Date: *July 12, 2012*

b. Plan Amendment Dates: *None*

c. Applicable Resolution(s) and Ordinances:

i. City Resolution No. 2011-22

ii. County Ordinance No. 2011-28

iii. City Ordinance No. 2012-19

SECTION V – PROJECTS OVERVIEW

The Community Redevelopment Agency, in partnership with the community is spearheading redevelopment efforts to create an attractive business climate and promote commercial property improvements. This section lists some of the milestones and accomplishments.

CRA Milestones:

2011 Collaboration - West Melbourne and Brevard County began discussing embarking on a joint community redevelopment area since some of New Haven Avenue and Wickham Road are in unincorporated county areas. The two government entities collaborated for months about creating a community redevelopment area based on the following findings of blight:

- Business corridors with high vacancy rates
- Outdated building density/intensity patterns
- Inadequate transportation and parking facilities
- Faulty lot layouts and inadequate street layouts related to older subdivisions and road widenings

2013 Master Plan Adopted – All CRA’s must have a redevelopment plan and can only carry out tasks identified in the master plan. The adoption of a Community Redevelopment Plan for the West Melbourne/Brevard County Joint CRA occurred in March 2013 and the 55 identified strategies outline the main programs and results that the joint CRA is endeavoring to achieve during its 30 year tenure through the year 2043. The strategies were partially drawn from a series of workshops conducted with business owners along New Haven Avenue, Wickham Road and Ellis Road.

2013 Revenue Fund Initiated - The tax increment trust fund (revenue) was initiated in May of 2013, and the coding of the specific properties by the Brevard County Property Appraiser that were included in the CRA area occurred in the summer of 2013. The City and County trust fund is limited per Florida Statutes to 95% of the incremental increase of City and County general ad valorem taxes generated in the CRA boundaries over the 2011-2012 base year.

2013 First Budget and First Working Capital – The City of West Melbourne approved an interlocal agreement in September 2013 to extend administrative services to the Community Redevelopment Agency at no cost and to lend the working capital for the Agency for ten years. This working capital loan is a no-interest loan providing the capital required for the Agency start up.

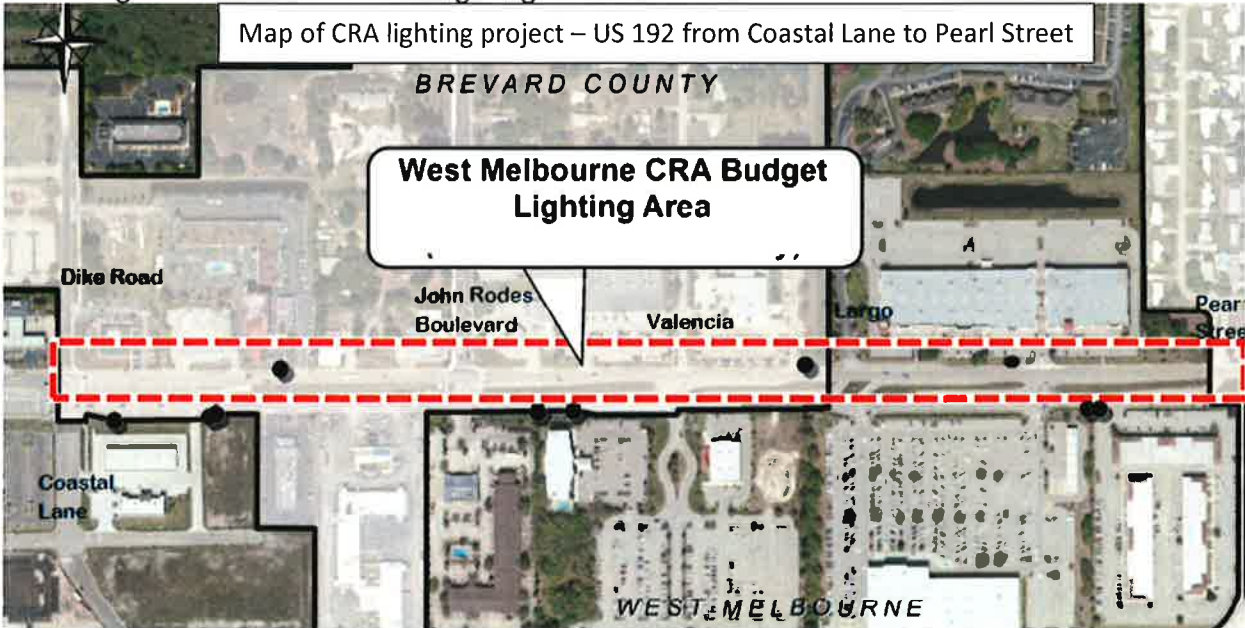
2014 Activities – The 2014 CRA work plan consisted of the initiation of the commercial façade loans, and providing funding for the lighting on New Haven Avenue near I-95. However, coordination with FDOT for its share of the road lighting took longer than initially expected and has continued into 2015 and 2016. The first façade redevelopment loan was approved and work on the façade of the business located along Wickham Road, Space Coast Massage, was completed in 2014.

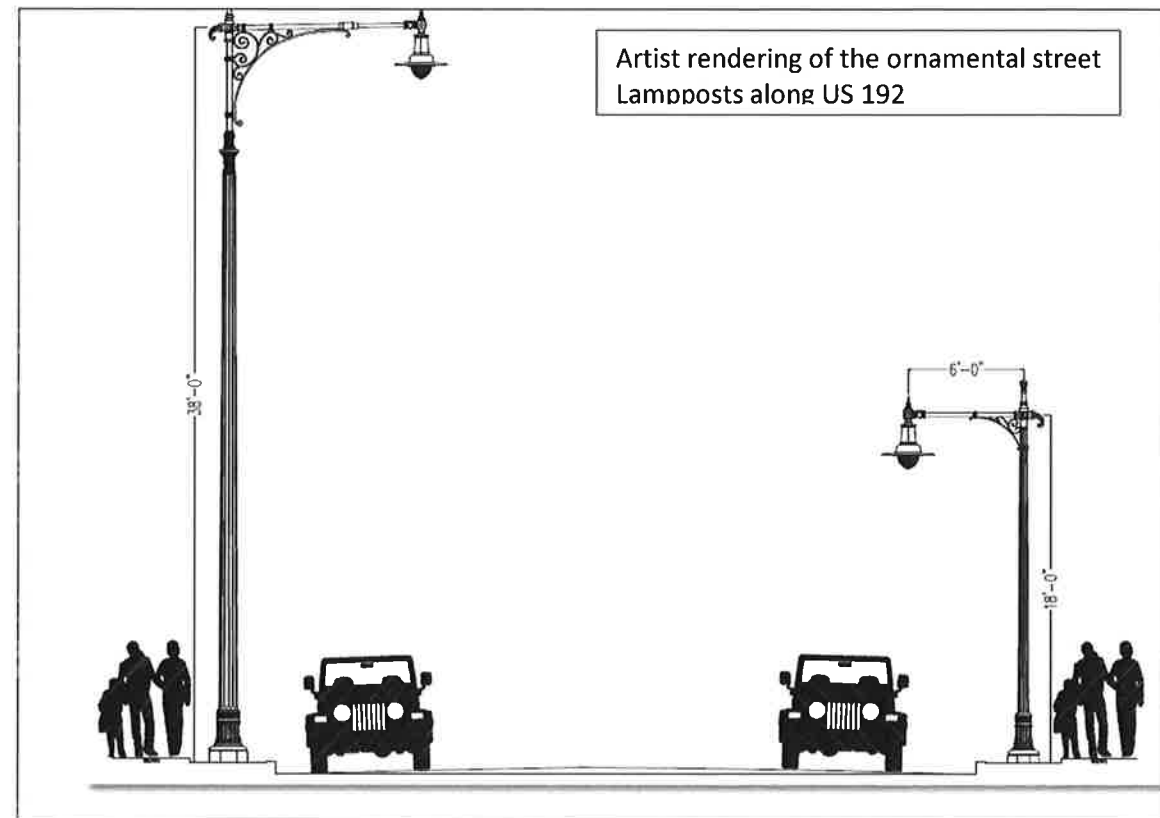
In 2014-2015, as a separate activity since the interchange of I-95 and New Haven Avenue is not part of the CRA but is next to it, the City of West Melbourne with a grant from FDOT, planted hundreds of trees

and a new fountain along the interchange and the State’s retention pond. The beautification of this interchange complements the public right of way improvement endeavors of the CRA, since the CRA boundaries end on New Haven Avenue before the interchange and the CRA embarked on a street lighting beautification program on New Haven Avenue, also known as US 192/State Road 500. The FDOT landscape grant was part of FDOT’s set aside when highway improvements are completed such as the bridge enhancements and 6-laning of the interstate.



2015 Activities – For the past several years, FDOT identified New Haven Avenue as too dark for motorists and FDOT’s typical illumination consists of installing wooden poles and cobra head style street lights. The City of West Melbourne and the Community Redevelopment Agency have joined forces to leverage funds from FDOT and to install decorative lighting on New Haven Avenue from west of I-95 near Columbia Lane to Pearl Street (next to Safelite Auto Glass). The CRA funded section of improvements starts at Dike Road and ends at Pearl Street (see map below). In the spring of 2015, the Community Redevelopment Agency chose the “Parkwood” style of street pole and lamp shown in the black and white drawing below as the enhanced lighting fixture to illuminate the almost one mile of the State road.





2016 Street lighting Activities – The predominant activity in 2016 was the lighting proposal for US 192 from the interstate to Pearl Street. One of the obstacles has been issues related to the design of the lighting plan in FDOT's right of way. The City obtained on behalf of FDOT title to the turn lane in front of Sam's Club by conducting new surveys and ensuring the street light design reflected the updates. The City sent the lighting construction drawings out to bid in 2017 and received the results of the contractor bids on March 21st, 2017 and the project was completed in 2017.

The Community Redevelopment Agency no longer engages in the façade loan program for commercial properties along New Haven Avenue, Ellis Road and Wickham Road. If businesses approach City of West Melbourne staff about using the loan program, it will be reconsidered, but there was no interest during the 2016-2017 fiscal year, nor in fiscal year 2017-2018. City staff continues to encourage redevelopment of existing commercial businesses in our three corridors of emphasis as evidenced by the City's passage of collapsed zoning districts along US 192 and Wickham Road that allows property owners greater flexibility and a wider array of possible uses instead of the previous segregation into 4-5 zoning districts of commercial districts with specific differences between neighboring properties. Meaning that future redevelopment along these two roads will be more cohesive and less confusing to potential redevelopers.

The State of Florida in its 2019 legislation required that Community Redevelopment Agencies report on the total number of projects started and completed and the estimated cost for each project in that fiscal year.

Total Projects started in FY 18-19	Total amount of affordable housing for low-income and middle-income*
0	0

*The Joint County-City interlocal agreement in 2018 prohibits use of the tax increments funds for anything other than infrastructure

2017-2018 Street lighting Activities –

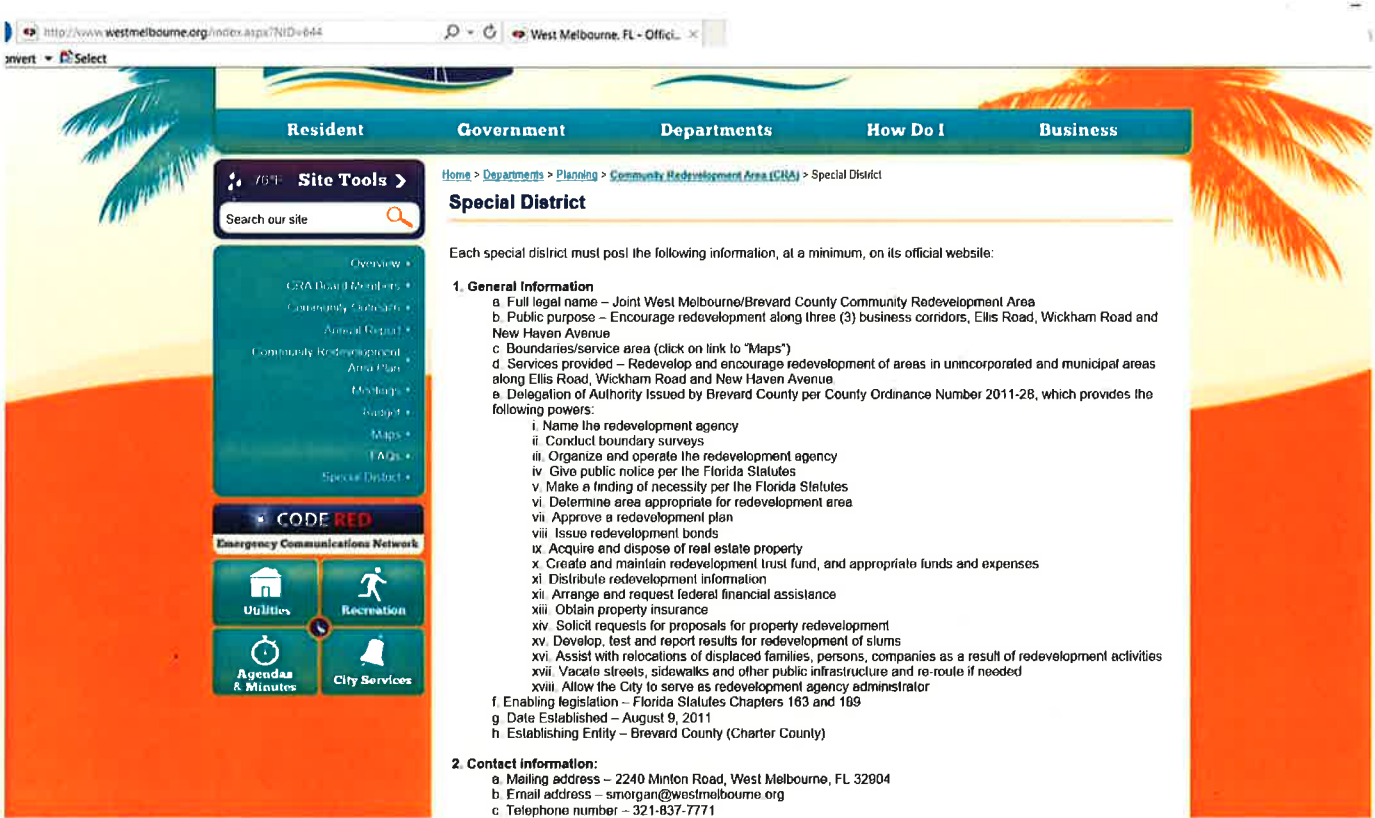
In 2017, City Council awarded the bid for the US 192 (New Haven Avenue) street lighting project to the company named PowerCore in the amount of \$764,044.58. This amount excluded the poles and fixtures, which have been purchased directly by the City. The Notice to Proceed was issued with a start date of January 22, 2018. The contractor for the project finished the project in 2018 and not only were there lights illuminating both the sidewalk and US 192 during the holidays, but the City of West Melbourne hangs decorative banners for the holidays.



(Street lights installed in 2018 along US 192)

WEBSITE

Special District website requirements –
(Screen shot of City’s “Special District” web page)



The “West Melbourne/Brevard County Joint Community Redevelopment Agency” was one of the first in Brevard County to update its web site to include an organized outline of the features of the special district new statutory requirements. The purpose of the new requirements by the State of Florida was to add transparency to a complex maze of special districts by having Community Redevelopment Agencies identify themselves as special districts, with listed purposes, establishment dates, and contact information. The State of Florida had conducted an exhaustive review of existing special districts in 2013 which included identification of all such taxing authorities like ports, inlet districts, airports and community redevelopment agencies and had determined that every special district should include basic information linking their taxing authority or tax source of revenue with a stated purpose.

SECTION VI – FINANCIAL REPORTS

a. Balance Sheet:

FY 2018-2019 Assets:

Cash and Investments	<u>\$626,706</u>
Total Assets	\$626,706

FY 2018-2019 Liabilities:

City Loan Debt Service – Long Term	\$500,000
City Loan Debt Service – Current	<u>\$100,000</u>
Total Liabilities	\$600,000

b. Statement of Revenues, Expenditures & Changes in Fund Balances:

FY 2018-2019 Revenues:

FDOT US Highway 192 Lighting Grant	\$212,270
Increment Financing (County)	\$172,294
Increment Financing (City)	<u>\$172,294</u>
Total Revenue	\$556,858

FY 2018-2019 Expenditures:

Personnel costs	\$ -
Operating Expenditures	<u>\$175</u>
Total Expenditures	\$175

FY 2018-2019 Changes in Fund Balance

Fund Balance – Beginning of Year	(\$529,977)
Net Activity FY 2018-2019	<u>556,683</u>
Fund Balance	\$26,706

c. Summary of Projects, Grants & Debt

The Community Redevelopment Agency no longer engages in the façade loan program for commercial properties along New Haven Avenue, Ellis Road and Wickham Road. If businesses approach City of West Melbourne staff about using the loan program, the City explains that per an Interlocal Agreement with Brevard County in 2018 CRA money spending is limited to these categories:

- Property acquisition
- Road improvements
- Stormwater improvements
- Stormwater facilities related to the widening of Ellis Road from John Rodes Boulevard to Wickham Road
- Sewer projects that serve commercial properties in the unincorporated portions of the CRA

City staff continues to encourage redevelopment of existing commercial businesses in our three corridors of emphasis as evidenced by the City's passage of collapsed zoning districts along US 192 and Wickham Road that allows property owners greater flexibility and a wider array of possible uses instead of the previous segregation into 4-5 zoning districts of commercial districts with specific differences between neighboring properties. Meaning that future redevelopment along these two roads will be more cohesive and less confusing to potential redevelopers. Staff anticipates that when Brevard County and the Florida Department of Transportation have completed design plans for four-laning Ellis Road, that CRA funds can be used to supplement the drainage requirements of the project.

SECTION VII – PERFORMANCE INFORMATION

- a. Total projects started, completed and estimate cost for each project: *The Community Redevelopment Area (CRA) and its governing agency had no active projects for Fiscal Year 2018-2019, although the governing agency still has debt to pay off the original Community Redevelopment Report which established its mission.*
- b. Number of jobs created and sector of the economy from which these jobs were created within the CRA: *There were no active CRA projects from which direct jobs would have been created and this is not one of the agreed upon uses of funds from the 2018 County-City interlocal agreement. However, the City has a list of properties developed or redeveloped in the CRA since the inception of the district, thus fulfilling its mission of redevelopment in the area.*
- c. Number of jobs retained within the CRA: *There were no active CRA projects from which jobs would have directly been retained and this is not one of the agreed upon uses of funds from the 2018 County-City interlocal agreement. However, the City has created a list of properties developed or redeveloped in the CRA since the inception of the district.*
- d. Assessed property values when CRA was enacted vs. current assessed property values:

Base Year 2012	
County	\$219,775,470
City	\$184,197,920
Taxable Year 2019	
County	\$321,007,633
City	\$270,454,313

- e. Total amount expended for affordable housing: *Pursuant to the 2018 County-City interlocal agreement this is not a category eligible for Community Redevelopment Tax Increment Financing.*

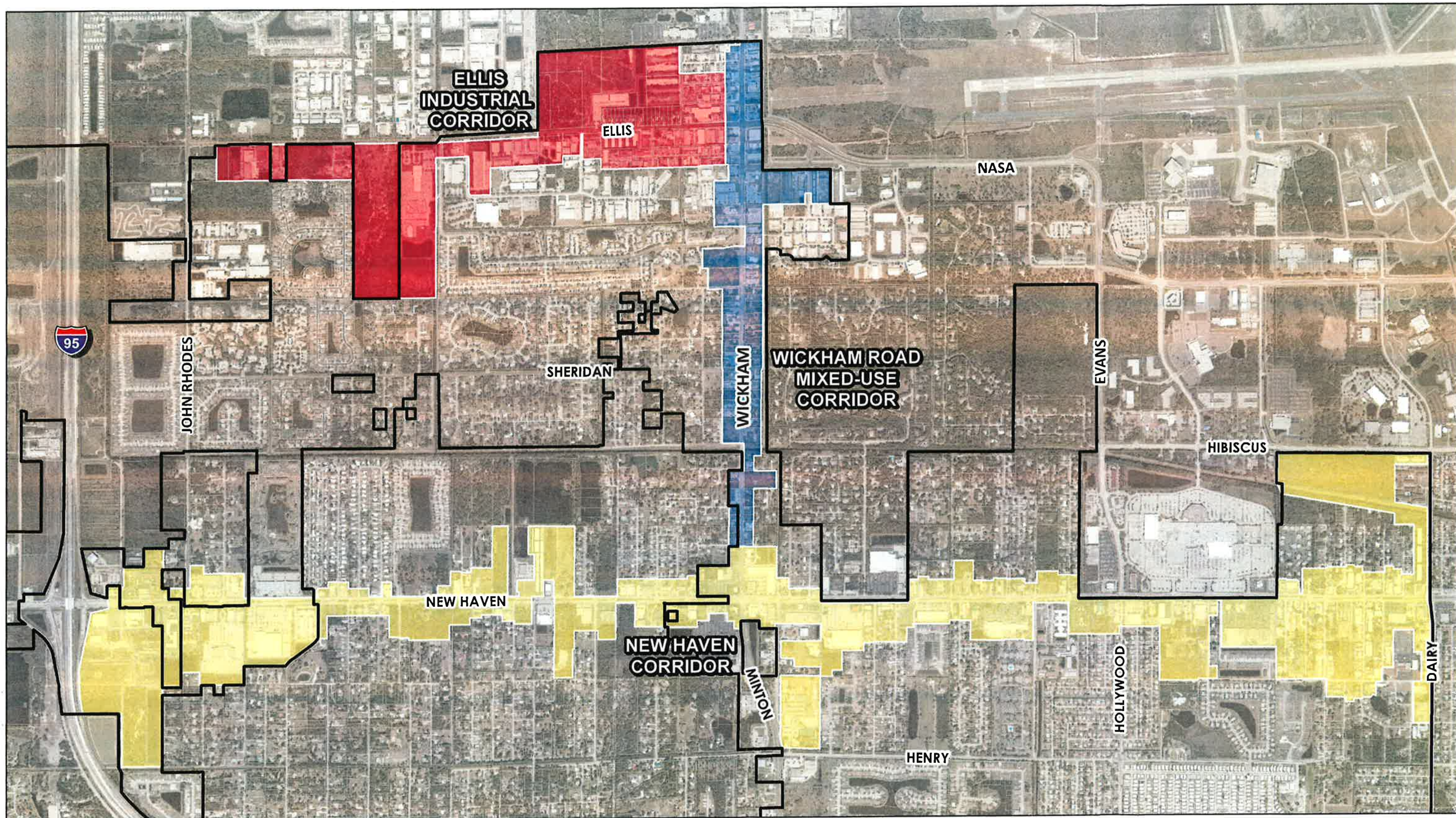
SECTION VIII – ADDITIONAL ANNUAL REPORTING REQUIREMENTS

- a. Provide the Board of County Commissioners the Community Redevelopment Agency's proposed budget for the upcoming fiscal year, 60 days prior to the beginning of the fiscal year: *The Community Redevelopment Agency prepares its budget in the spring and thus is compliant with the County's 60 day requirement prior to September 30, 2020.*
- b. Provide the Board of County Commissioners any budget amendments to its operating budget within 10 days after the adoption by the Community Redevelopment Agency: *The Community Redevelopment Agency has not had any budget amendments in FY 2018-2019 but will comply with the 10-day submittal requirement to the County's.*

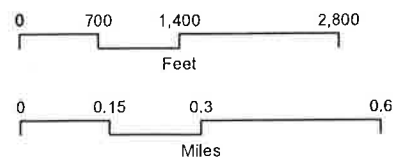
SECTION IX – SUMMARY

The primary purpose of a community redevelopment area is to encourage property revitalization and redevelopment. It has been shown that public improvements, such as extension of sewer lines, continuation of sidewalks, street lighting, and other enhancements near undeveloped properties spur private investment in the area and ultimately add value to property values, franchise fees, sales taxes, local retail and housing investments. The West Melbourne/Brevard County Joint Community Redevelopment Agency is in its seventh year of operation and believes that the public improvements of street lighting, development code changes and gradual implementation of other strategies identified in the 2013 Redevelopment Master Plan yields the increased property values from redevelopment and new development and other benefits to an area that might otherwise continue further into blight conditions.

APPENDIX – COMMUNITY REDEVELOPMENT AGENCY MAP



West Melbourne and Brevard County Joint Community Redevelopment Area (CRA)



Updated: December 17, 2014
By: City of West Melbourne
Document Name: Recorded CRA Boundary.mxd

NOTE:
Updated based on property appraiser
tax accounts and legal description

Sources:
Brevard County Property Appraiser,
City of West Melbourne Planning Department





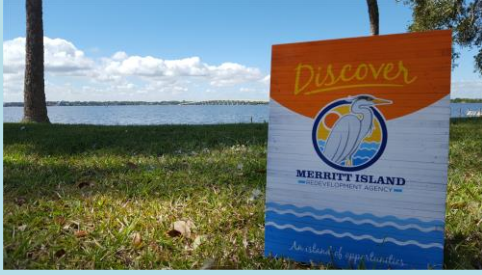
**MERRITT ISLAND
REDEVELOPMENT AGENCY**

**ANNUAL REPORT
FY 2018-2019**

**Prepared by
Merritt Island Redevelopment Agency**

Table of Contents

Organizational Overview	3
Mission	6
Tax Increment Districts - Base and Assessed Property Values 2018.....	8
Market Area Demographics	10
Merritt Island Workforce.....	11
Demographic Community Profile	14
Redevelopment Area Boundary Lines	15
Formation History.....	16
Plan Amendment Updates - Map.....	18
Initiatives Overview	19
Trust Fund Capital Projects.....	27
Brownfield Initiative	31
Redevelopment Area Economic Development Projects	35
Redevelopment Facilitation Provided	41
Commercial Façade Improvement Award Program	42
Zoning, Variance, Subdivision and Site Plan Reviews	44
General Performance Metrics	45
New Business Tax Receipts in Redevelopment Area	46
Economic Impact	49
Financial Report.....	50
Economic and Redevelopment Challenges	51



BOARD OF DIRECTORS

Eddie LeBron, Chairman
 Patricia Stratton, Vice-Chairman
 Andy Barber
 Chris Cook
 Marcus Herman
 Wendy R. Ellis
 Tom Vani

BEAUTIFICATION COMMITTEE

Marcus Herman, Chairman
 Julie Adamson
 Denise Berg
 Terri Pentz
 Richard Webb

MIRA STAFF

Larry J. Lallo, Executive Director
 Cindy Thurman, Land
 Development Manager
 Cheryl J. Hurren, Interim Special
 Projects Coordinator

SUPPORT STAFF

Alexander Esseeese, Esq.,
 Assistant County Attorney

2575 N. Courtenay Pkwy
 Suite 207
 Merritt Island, FL 32953
 Phone: 321-454-6610
 MIRA@brevardFL.gov

I. ORGANIZATIONAL OVERVIEW

The Merritt Island Redevelopment Agency (MIRA) is a Special Dependent District, pursuant to Florida Law, (Chapter 189 Uniform Special District Accountability Act), organized as a Community Redevelopment Agency (CRA), and governed by Florida law (Chapter 163, Part III). County and Local governments are able to designate areas as Community Redevelopment Areas (CRAs) when certain conditions exist. Since all the monies used in financing CRA activities are locally generated, CRAs are not overseen by the state, but redevelopment plans must be consistent with local government comprehensive plans. The State recognizes that highly urbanized areas in decline can become a burden to local governments and that the declining area affects multiple aspects of the community, while often requiring more services from the County. Examples of conditions that can support the creation of a Community Redevelopment Area include, but are not limited to: The presence of substandard or inadequate structures, a shortage of affordable housing, inadequate storm water infrastructure, insufficient roadways, and inadequate parking. Examples of traditional projects to ameliorate the substandard conditions include: streetscapes, sidewalks, bikeways, water lines, sanitary lines, storm water treatment and control systems, multimodal, and transportation improvements, community facilities, building renovations, public parking lots, park and waterfront improvements, trails and trailheads. The plan can also

include redevelopment incentives such as grants and loans for such things as façade improvements, brownfield assessments and remediation, signage and structural improvements, and other economic redevelopment incentives. To document that the required conditions exist, the local government must survey the proposed redevelopment area and prepare a Finding of Necessity. If the Finding of Necessity determines that the required conditions exist, the local government may create a Community Redevelopment Area to provide the tools needed to foster and support redevelopment of the targeted area.

There are currently over 220 Community Redevelopment Areas in the State of Florida.

The Merritt Island Redevelopment Agency (MIRA), as a CRA, is a specifically focused financing tool for redevelopment. The MIRA Board does not establish policy for the County – we develop and administer a plan in a specific area to implement that policy. As a Special Dependent District, MIRA acts officially as a body distinct and separate from the governing (creating) body, which is the Brevard Board of County Commissioners. MIRA, as a CRA has certain powers, such as tax increment financing, leveraging local public funds with private or grant dollars to make redevelopment happen, land acquisition and sale procedures, taking into consideration the overall redevelopment outcome, and more.

MIRA was established by the Brevard Board of County Commissioners (The Governing Board) for the purpose of carrying out redevelopment activities in its redevelopment area on Merritt Island. In keeping with its statutory purpose, the Agency's Mission is to create and implement community-based redevelopment strategies that promote quality growth and economic development, preserving Merritt Island's history, culture and natural environment, improving the quality of life for Merritt Island residents, businesses, and its visitors.

MIRA is primarily funded through Tax Increment Financing (TIF). The funds are collected as property values increase above a base level established at creation. The TIF funds are then placed in a redevelopment Trust Fund, on a proportionate basis of 95%. Funds allocated to and deposited into the Trust Fund shall be used by the agency to finance or refinance any community redevelopment it undertakes pursuant to its approved community redevelopment plan. No new taxes are created to fund the mission of the Agency. Establishment of the Trust Fund enables the Community Redevelopment Agency to direct the Tax Increment Trust Funds into the targeted areas. CRA's have been used by many

communities in Florida to revitalize urbanized areas. An important requirement in creating a Community Redevelopment Agency (CRA) is the statutory requirement of creation of a Master Redevelopment Plan, which sets forth the programs and projects for improvement of the redevelopment area, which forms the basis for which TIF funds can be expended. The Brevard County Board of County Commissioners, review and approve the Redevelopment plan.



In keeping with its statutory purpose, the mission of the Merritt Island Redevelopment Agency is to create and implement community-based redevelopment strategies that promote quality growth and economic development, preserving Merritt Island's history, culture and natural environment, improving the quality of life for Merritt Island residents, businesses, and its visitors.



In 1989, the Brevard County Board of County Commissioners established the Merritt Island Redevelopment Agency (MIRA). At that time the Commission designated the District's boundaries and set up the funding mechanism in accordance with Chapter 163, Part III, Florida Statutes. The Initial and currently ongoing redevelopment area, is the most highly urbanized commercial corridor on Merritt Island, that being State Route 520.

Since 1989, the redevelopment area has been expanded to include areas east (1991) and north (2006) of the central business district. In 2011 MIRA again recognized that the very conditions that were in existence in 1989 had become visible in other areas of the Island. Seeking to arrest and alter those conditions, and prevent the decline of the economic base, MIRA once again expanded the boundary of the District to apply redevelopment tools in two new areas of Merritt Island: the Barge Canal/SR 528 area and SR 3 north of the existing district, and the Cone Road area to the south.

MIRA has been highly successful in achieving many of the goals and objectives found within the early Merritt Island Redevelopment Plan and completing many of the originally planned projects. However, areas of concern remain within Merritt Island, due to recent changes in the economic environment and Indian River Lagoon water quality and environmental preservation initiatives within Brevard County.

The Merritt Island Redevelopment Plan that was amended and adopted in 2014 provides an opportunity to consolidate the overall redevelopment strategies for the entire District; creates a unified approach to enhance and continue the positive outcomes of the Agency's work; and crafts a blueprint for financial commitments and expenditures. Investments include expenses associated with reversing blighted conditions, promoting economic and business development, creating a sound climate for public and private sector investments, and fostering a healthy and safe living and working environment for all citizens within the redevelopment area. Pursuant to the Plan, the redevelopment provisions, controls, restrictions, and covenants of the Redevelopment Plan are effective for 20 years from the date of adoption, which is 2034. The Agency Redevelopment Area encompasses a total area of 2,381 acres.

In accordance with Ordinance 2014-22, one Trust Fund has been established for the duration of the Merritt Island Redevelopment Plan with the tax increment increase for each expansion area using the associated base tax year as shown:

- 1) 520 Area, Ordinance 89-28, base year 1988
- 2) Newfound Harbor, Ordinance 91-40, base year 1990
- 3) State Road 3, Ordinance 2006-165, base year 2005
- 4) SR 528, North SR 3, and Cone Road, Ordinance 2014-22, base year 2014.

All deposits into the Trust Fund shall begin with the incremental increases from tax rolls resulting in ad valorem tax revenues due subsequent to the base year of each expansion area.

MERRITT ISLAND REDEVELOPMENT AGENCY TAX INCREMENT DISTRICTS		
2018 BASE AND ASSESSED PROPERTY VALUES		
TYPE	SOURCE	AMOUNT
Current Year Taxable Value in CRA Redevelopment Area 1988 B1	DOR DR420 TIF Sect II(1)	\$ 331,017,127.00
Base Year Taxable Value in CRA	DOR DR420 TIF Sect II(2)	\$ 124,138,790.00
Current Year Tax Increment Value	DOR DR420 TIF Sect II(3)	\$ 206,878,337.00
Prior year Final taxable value in the tax increment area	DOR DR420 TIF Sect II(4)	\$ 310,962,293.00
Prior year tax increment value (Line 4 minus Line 2)	DOR DR420 TIF Sect II(5)	\$ 186,823,503.00
If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:		
Enter the portion on which the payment is based.	DOR DR420 TIF Sect II(6a)	95%
Dedicated increment value	DOR DR420 TIF Sect II(6b)	\$ 196,534,420.15
TYPE	SOURCE	AMOUNT
Current Year Taxable Value in CRA Redevelopment Area 1990 B2	DOR DR420 TIF Sect II(1)	\$ 49,726,140.00
Base Year Taxable Value in CRA	DOR DR420 TIF Sect II(2)	\$ 17,082,580.00
Current Year Tax Increment Value	DOR DR420 TIF Sect II(3)	\$ 32,643,560.00
Prior year Final taxable value in the tax increment area	DOR DR420 TIF Sect II(4)	\$ 46,758,250.00
Prior year tax increment value (Line 4 minus Line 2)	DOR DR420 TIF Sect II(5)	\$ 29,675,670.00
If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:		
Enter the portion on which the payment is based.	DOR DR420 TIF Sect II(6a)	95%
Dedicated increment value	DOR DR420 TIF Sect II(6b)	\$ 31,011,382.00
TYPE	SOURCE	AMOUNT
Current Year Taxable Value in CRA Redevelopment Area 2005 B3	DOR DR420 TIF Sect II(1)	\$ 53,228,292.00
Base Year Taxable Value in CRA	DOR DR420 TIF Sect II(2)	\$ 50,549,420.00
Current Year Tax Increment Value	DOR DR420 TIF Sect II(3)	\$ 2,678,872.00
Prior year Final taxable value in the tax increment area	DOR DR420 TIF Sect II(4)	\$ 48,921,110.00
If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:		
Enter the portion on which the payment is based.	DOR DR420 TIF Sect II(6a)	0.95
Dedicated increment value	DOR DR420 TIF Sect II(6b)	\$ 2,544,928.40
TYPE	SOURCE	AMOUNT
Current Year Taxable Value in CRA Redevelopment Area 2014 B4	DOR DR420 TIF Sect II(1)	\$ 127,200,330.00
Base Year Taxable Value in CRA	DOR DR420 TIF Sect II(2)	\$ 86,165,030.00
Current Year Tax Increment Value	DOR DR420 TIF Sect II(3)	\$ 41,035,300.00
Prior year Final taxable value in the tax increment area	DOR DR420 TIF Sect II(4)	\$ 114,417,530.00
Prior year tax increment value (Line 4 minus Line 2)	DOR DR420 TIF Sect II(5)	\$ 28,252,500.00
If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:		
Enter the portion on which the payment is based.	DOR DR420 TIF Sect II(6a)	0.95
Dedicated increment value	DOR DR420 TIF Sect II(6b)	\$ 38,983,535.00

The Agency consists of a seven-member volunteer Board of Directors, an Executive Officer, a Special Projects Coordinator, and such committee and administrative staff, as it may appoint from time to

time. The Board of Directors, are required to be Merritt Island Residents and or be actively engaged in business on Merritt Island. The MIRA Board is responsible for major policy decisions pertaining to the various aspects of the Redevelopment Plan including: approving and submitting the Agency's budget to the County Commission; prioritizing Agency projects and programs; authorizing the financing of projects, approval of grant programs, making application for and management of grant applications, execution of contracts, and other program decisions, including recommendations to the County Commission for modification of the Redevelopment Plan or termination of the Agency.

The Brevard Board of County Commissioners are responsible for appointing the Agency Board members. The term length for a member of the Board of Directors is four (4) years. The Board of Directors may provide recommendations, and the County Commission will appoint a Chairperson and Vice Chairperson from among the Board's members. Unless otherwise directed, the Chair and Vice-Chair will serve a term of two (2) years with no term limit.

To enhance operational efficiencies, the Agency and the Brevard Board of County Commissioners have executed an Interlocal Agreement to provide for staffing, information technology services, legal counsel, finance, budgeting, general, office space, procurement services, and other administrative services provided to the Agency on a fee basis to the County. The Agency and the Brevard Board of County Commissioners on a project by project basis frequently have entered into interlocal agreements and memorandums of understanding, to govern mutually beneficial collaborative projects.

II. A. MARKET AREA DEMOGRAPHICS

In 2018 a demographic review was completed of Merritt Island's market area within a 15-minute drive time from its commercial core on SR 520. This was sourced from U.S. Census Bureau, Census 2010 Summary File 1; and Esri forecasts for 2019 and 2023; and Esri converted Census 2000 data into 2010 geography. The redevelopment market area shows solid market potential, especially when analyzed in conjunction with strong traffic counts on SR 520 and 528 reaching combined average daily traffic volumes approaching 100,000 vehicles. In addition, Merritt Island's central location is a market strength, being situated on a direct route from Orlando to major tourist attractions, such as Kennedy Space Center, Port Canaveral, and the Atlantic Coast Beaches.

The redevelopment market area is defined as that area within a 15-minute drive time of the center of MIRA's core commercial area, and in the study, year had a population of 125,888. In 2010, the Census count in the area was 119,027. The rate of change since 2010 was 0.68% annually. The five-year projection for the population in the area is 132,451 representing a change of 1.02% annually from 2019 to 2023. Currently, the market area population is 48.9% male and 51.1% female.

The median age in this area is 49.1, compared to U.S. median age of 38.3. Persons of Hispanic origin represent 9.0% of the population in the identified area compared to 18.3% of the U.S. population. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 45.9 in the identified area, compared to 64.3 for the U.S. as a whole.

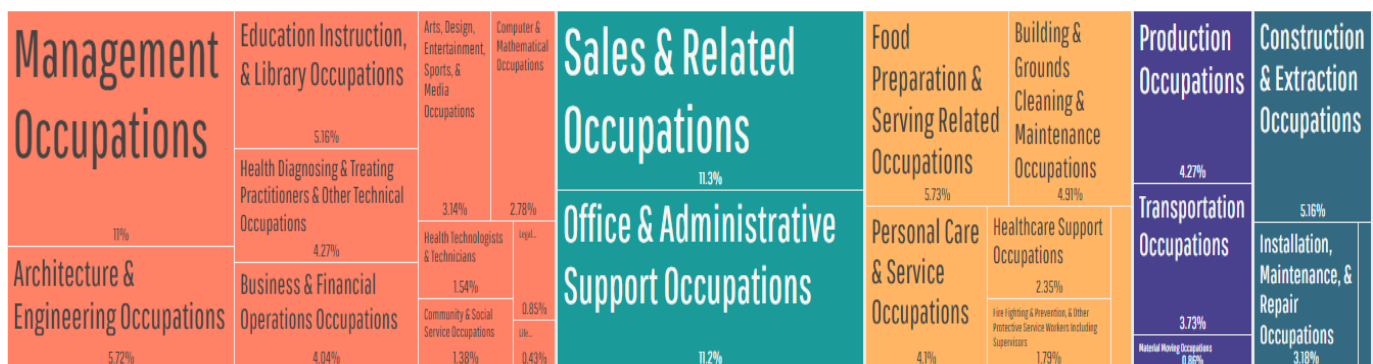
The household count in this area has changed from 52,088 in 2010 to 54,619 in 2018, a change of 0.58% annually. The five-year projection of households is 57,263, a change of 0.95% annually from the current year total. Average household size is currently 2.29, compared to 2.27 in the year 2010. The number of families in the current year is 33,343 in the specified area.

2018 median household income is \$51,754 in the area, compared to \$58,100 for all U.S. households. Median household income is projected to be \$58,744 in five years, compared to \$65,727 for all U.S. households. Current average household income is \$75,078 in this area, compared to \$83,694 for all

U.S. households. Average household income is projected to be \$89,058 in five years, compared to \$96,109 for all U.S. households. Current per capita income is \$32,743 in the area, compared to the U.S. per capita income of \$31,950. The per capita income is projected to be \$38,652 in five years, compared to \$36,530 for all U.S. households.

In 2018, 54.5% of the 65,140 housing units in the area were owner occupied; 29.3%, renter occupied; and 16.2% were vacant. Currently, in the U.S., 56.0% of the housing units in the area are owner occupied; 32.8% are renter occupied; and 11.2% are vacant. In 2010, there were 62,154 housing units in the area - 57.7% owner occupied, 26.1% renter occupied, and 16.2% vacant. The annual rate of change in housing units since 2010 is 2.11%. Median home value in the area is \$210,980, compared to a median home value of \$218,492 for the U.S. In five years, median value was projected to change by 3.44% annually to \$249,802.

II. B. MERRITT ISLAND WORKFORCE



Employment by Occupations

From 2016 to 2017, employment in Merritt Island, FL grew at a rate of 4.75%, from 15.8k employees to 16.6k employees.

The most common **job groups**, by number of people living in Merritt Island, FL, are Sales & Related Occupations (1,879 people), Office & Administrative Support Occupations (1,866 people), and Management Occupations (1,820 people). This chart (above) illustrates the share breakdown of the primary jobs held by residents of Merritt Island, FL.

Data from the Census Bureau ACS 5-year Estimate

Workforce by Industry



The most common **employment sectors** for those who live in Merritt Island, FL, are Health Care & Social Assistance (1,834 people), Retail Trade (1,831 people), and Professional, Scientific, & Technical Services (1,755 people). This chart shows the share breakdown of the primary industries for residents of Merritt Island, FL, though some of these residents may live in Merritt Island, FL and work somewhere else. Census data is tagged to a residential address, not a work address.

Data from the Census Bureau ACS 5-year Estimate

The following charts are based on data published by www.townsource.com, a service which provides economic outlook and local economy analysis using data based on the most recent economic data of the Census Bureau. Starting with Figure 1 which shows the median earnings per worker. Merritt Island Florida Census Designated Place (CDP-FL) shows it has \$49,556 median earnings which is the 6th ranked in median earnings out of ten (10) total in the area. The place with the highest median earnings in the area is Viera West, with an earnings of \$65,652 measuring 32.5% larger. Comparing median earnings to the United States average of \$47,712, Merritt Island CDP-FL is only about 3.9% larger. Also, versus the state of Florida, median earnings of \$40,794, Merritt Island CDP-FL is 21.5% larger.

In Figure 2 we see a more complete view of income which includes all members in a household using the median household income and it has \$61,123 median income which is the 5th ranked in median income out of 10 total in the area. The place with the highest median income in the area is Viera West with an income of \$72,278 which is 18.3% larger. Comparing median income to the United States average of \$60,293, Merritt Island CDP-FL measures only slightly larger. Also, measured against the state of Florida, median income of \$53,267, Merritt Island CDP-FL is 14.7% larger.

Figure 1: Merritt Island CDP-FL, FL Median Earnings per Worker

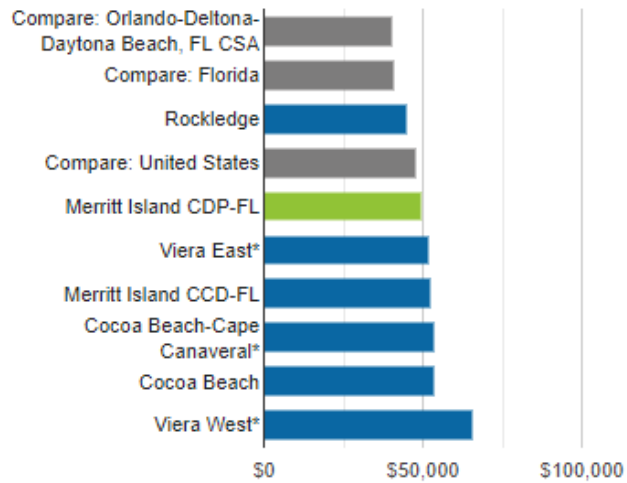


Figure 2: Merritt Island CDP-FL, FL Median Household Income

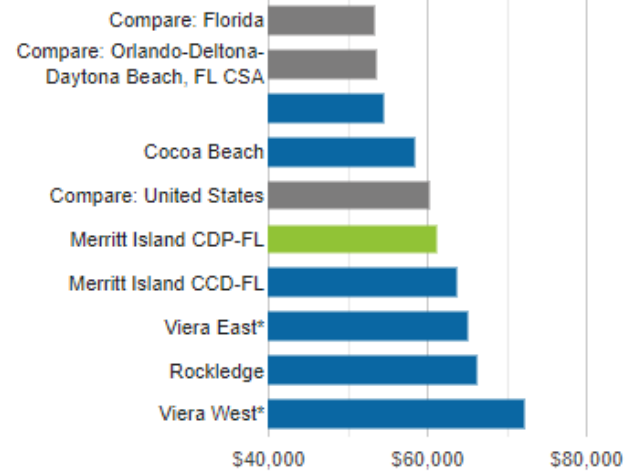
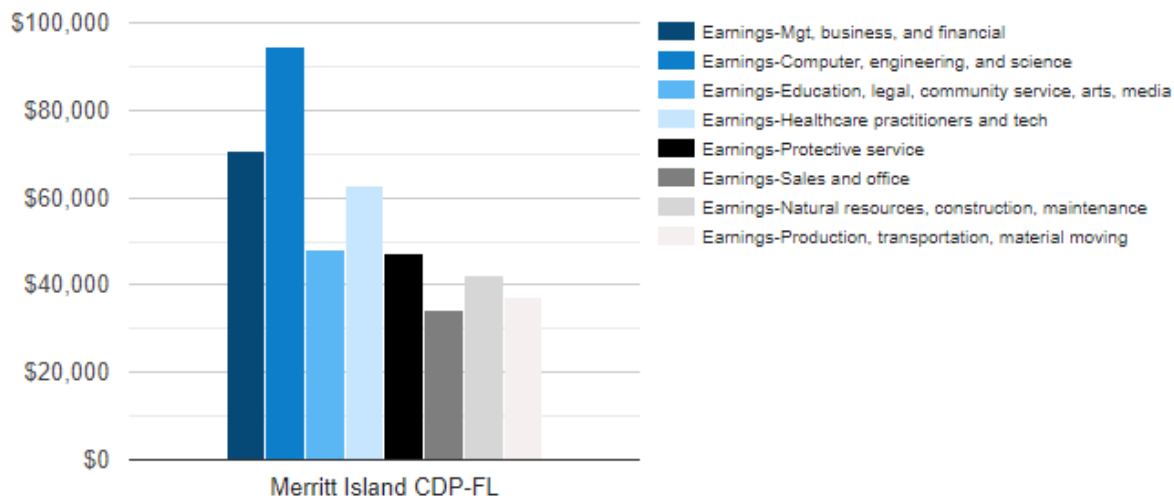


Figure 3, below demonstrates the influence of the Space Industry on the Merritt Island economy where highest earning wage earners are in Management, Computer, Engineering, and Science professions.



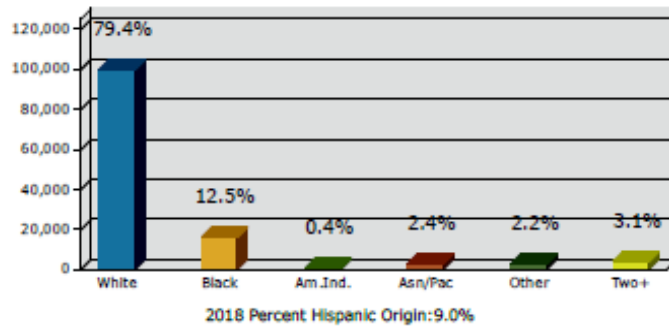


Graphic Profile

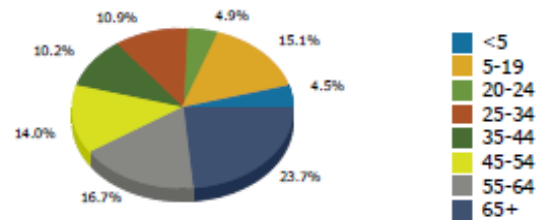
100 N Plumosa St, Merritt Island, Florida, 32953
Drive Time: 15 minute radius

Prepared by Esri
Latitude: 28.35727
Longitude: -80.69193

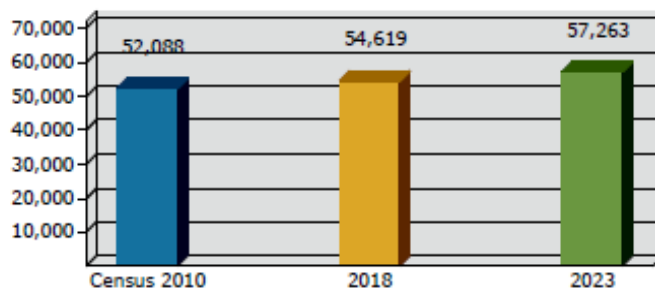
2018 Population by Race



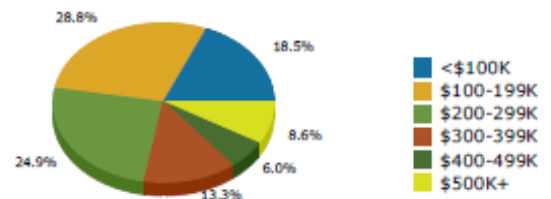
2018 Population by Age



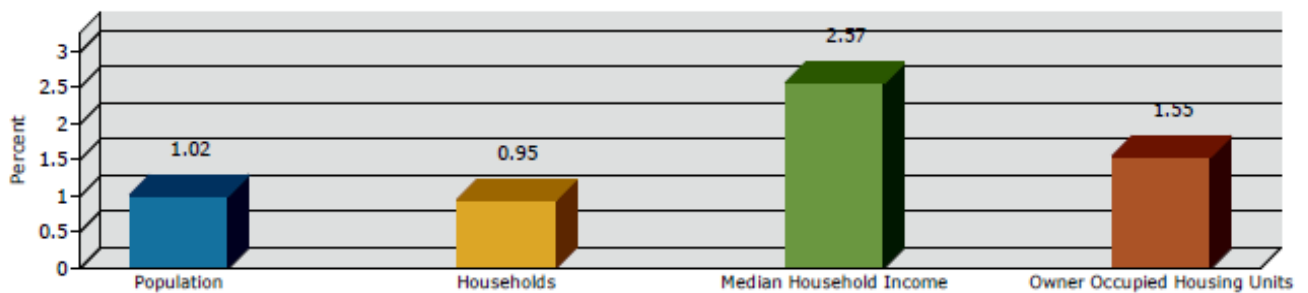
Households



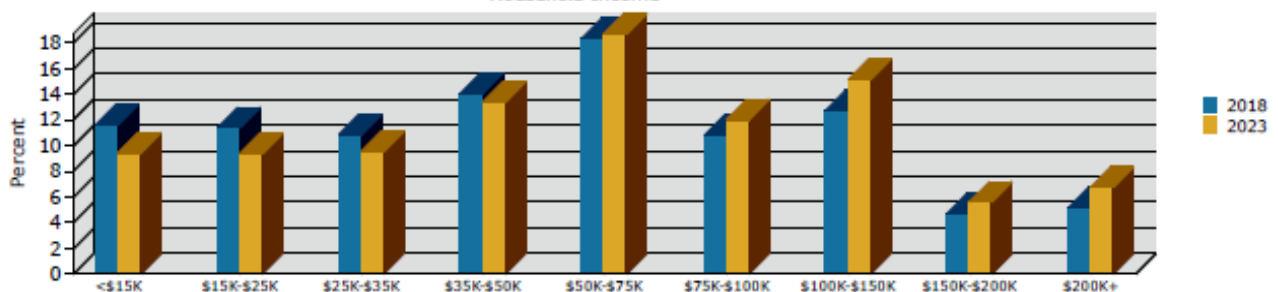
2018 Home Value



2018-2023 Annual Growth Rate

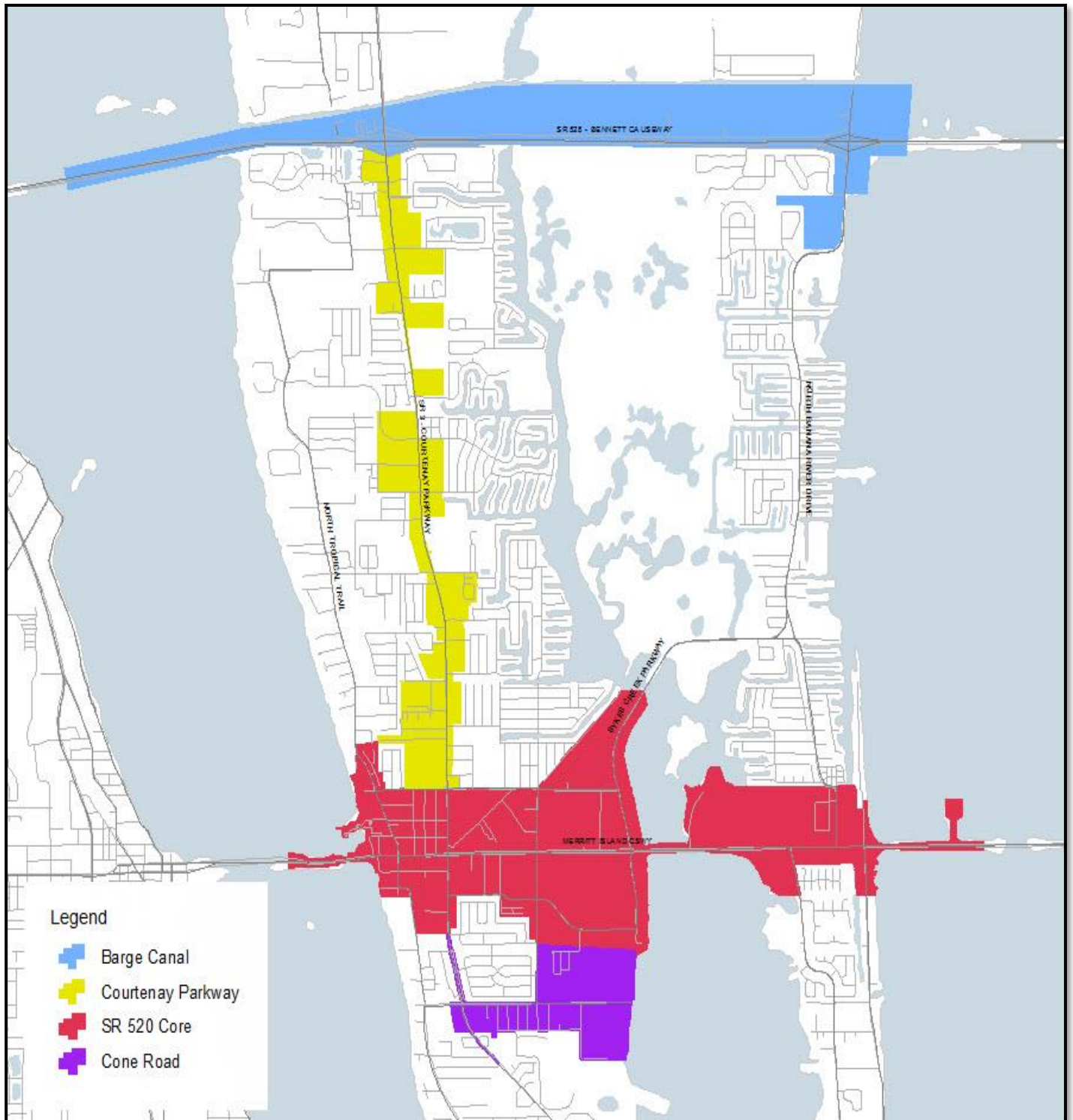


Household Income



Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023.

III. REDEVELOPMENT AREA BOUNDARY LINES



IV. FORMATION HISTORY

The Merritt Island Redevelopment Agency (MIRA) was established by Brevard County Ordinance 88-37 adopted by the Board of County Commissioners for Brevard County on October 4, 1988 (amended by ordinance 88-43, adopted November 15, 1988) in accordance with the provisions of the Florida Community Redevelopment Act, Chapter 163, Part III, Statutes. The County also appointed a seven (7) member Board, adopted the Merritt Island Redevelopment Plan and established the Redevelopment Trust Fund program for implementation.

In the late 1980's, the Brevard County Board of County Commissioners (BCC) recognized the decline and the resulting blighted conditions prevalent in portions of Merritt Island and decided to implement a redevelopment program. Redevelopment programs are implemented for many urban areas depleted of their economic resources by populations relocating to suburbia, dilapidated corridors changed by altered mobility patterns, and new shopping areas springing up in areas outside the core business districts. Merritt Island was an urban area that required this type of program.

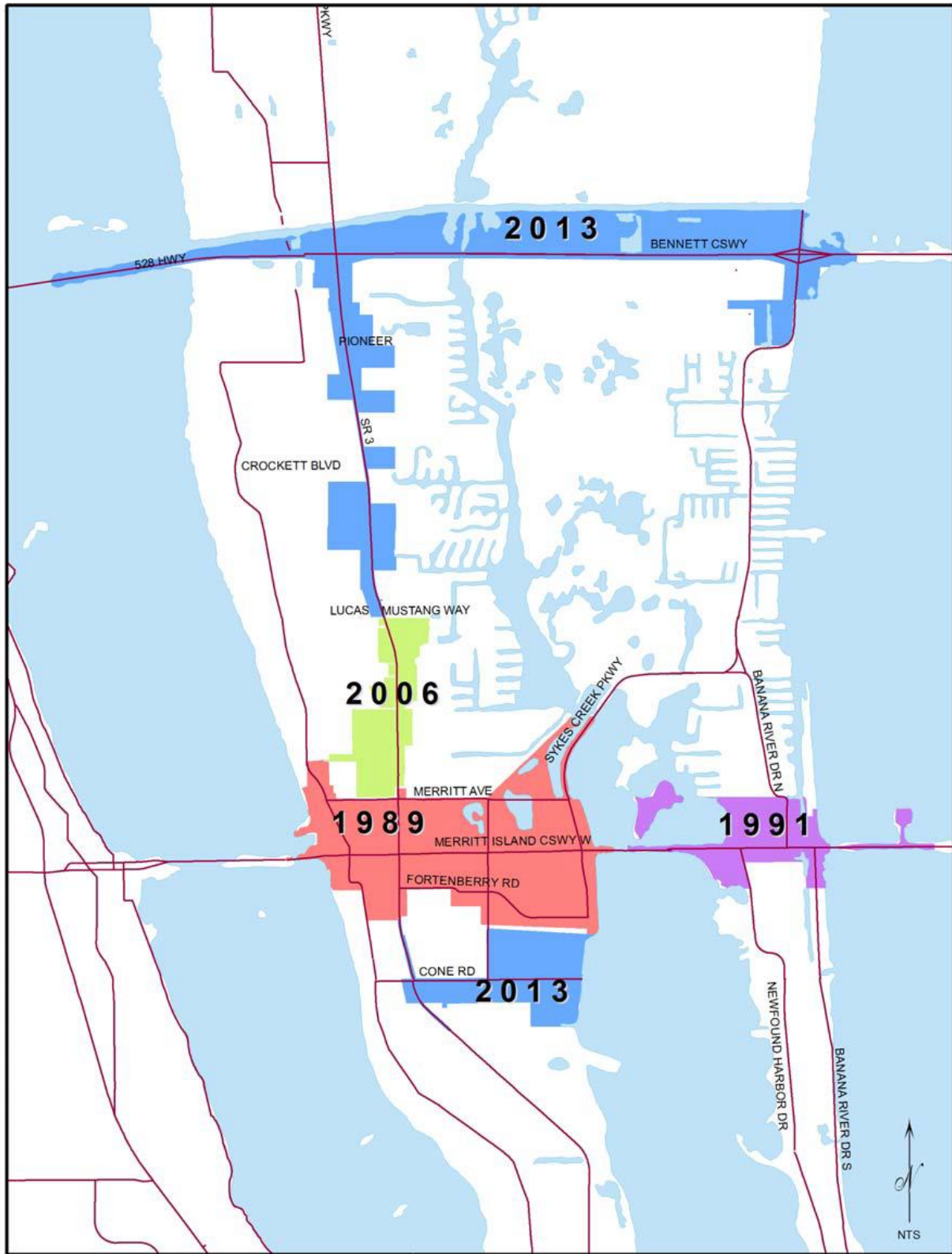
Under Chapter 163, Part III, Florida Statutes, known as the Community Redevelopment Act of 1969, local governments are given specific tools to prevent, eliminate, reverse, or arrest conditions in their jurisdictions which are detrimental to the sustainability of economically and socially vibrant communities. They are given the power to create Community Redevelopment Agencies which are responsible for preparing Redevelopment Plans for designated areas. Once a plan is adopted by the local elected officials, the Agency is responsible for implementing the plan through various means and funding sources including, but not limited to, land use regulations and tax increment financing. The specific statutory references which declare the purpose, intent, and reasons for pursuing redevelopment programs in general, and most particularly those that relate to the conditions found on Merritt Island today, are provided in the Appendices.

The Merritt Island CRA met the statutory requirements for declaring blight on four occasions: 1988, 1991, 2006, and 2011. The predominant issues on each occasion have included:

1. Problems associated with impacts from transportation projects that have left defective or inadequate lots, little access management, poor parking provisions, problems with remaining local streets and their layout or pattern, other internal roadway issues, poor, if any pedestrian access; and few public transportation facilities;
2. Predominance of defective or inadequate street layout;
3. Faulty site layout in relation to size, adequacy, accessibility and usefulness;
4. Unsanitary or unsafe conditions;
5. Deterioration of site or other improvements; and
6. Inadequate and outdated building patterns and land use systems that contribute to blight and economic disincentives.

As noted on the adjacent Redevelopment Area Boundary Map, in 1988 the first Slum and Blight Study was adopted for the areas on Merritt Island between the Indian River Lagoon and Sykes Creek and the following year the Merritt Island Redevelopment Agency (MIRA) was established. On May 15, 1990 the Board of County Commissioners adopted a Resolution of Findings of Fact and Determination of Need for the expansion of the CRA in 1991 to the area east of Sykes Creek to the Banana River. In 2006 the Agency recognized worsening conditions were along SR 3 north of Merritt Avenue to Lucas Avenue and the Plan was further amended to include this area.

PLAN AMENDMENT DATES:



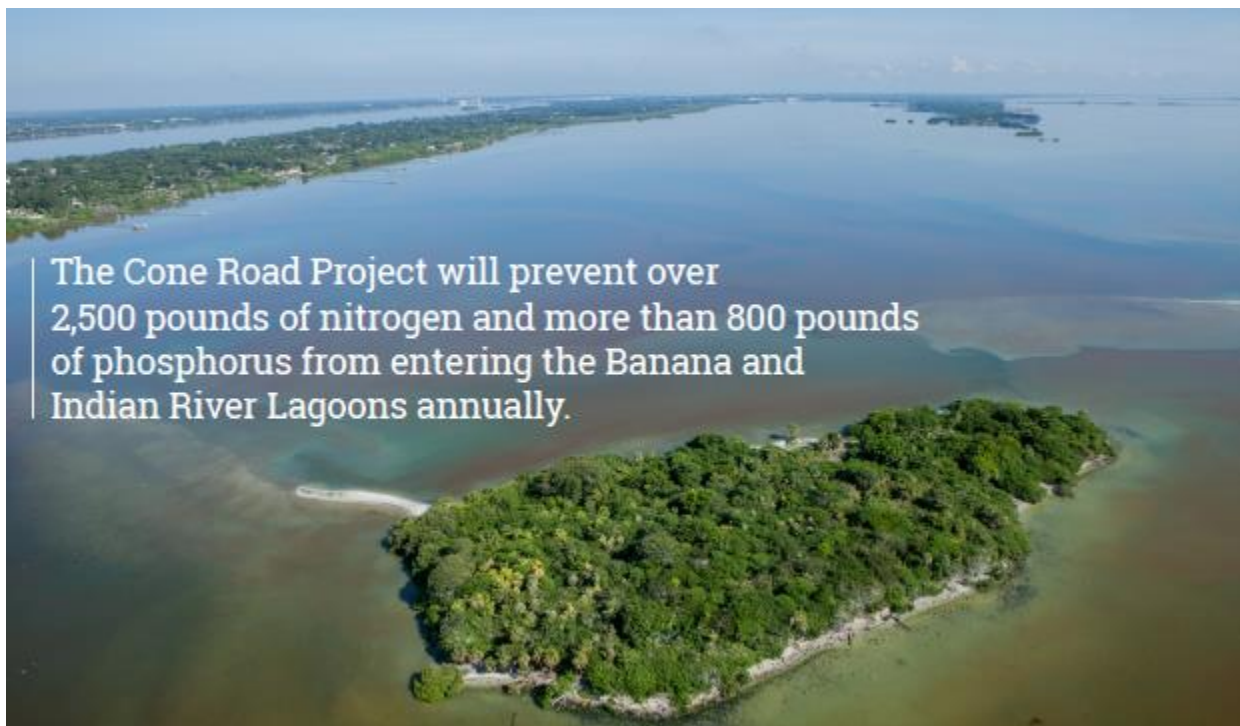
V. INITIATIVES OVERVIEW

A. *Capital Improvement Projects*

A continued effort has been made by the Merritt Island Redevelopment Agency to complete planned projects in accordance with the adopted redevelopment master plan. The following provides a synopsis of projects in various phases that were a priority of MIRA in this fiscal year.

During Fiscal Years 2019-2022 MIRA will have committed a large percentage of its time and resources into one of the most impactful projects in its history. The \$3.6 Million Cone Road Project. With this one project, we are partnering with Brevard County to improve the local infrastructure, eliminating direct water runoff into the lagoon, getting very old septic tanks removed, improving safety for pedestrians and automobiles, removing blight, and providing economic development opportunities to the Cone Road Industrial Park and Merritt Island Airport.

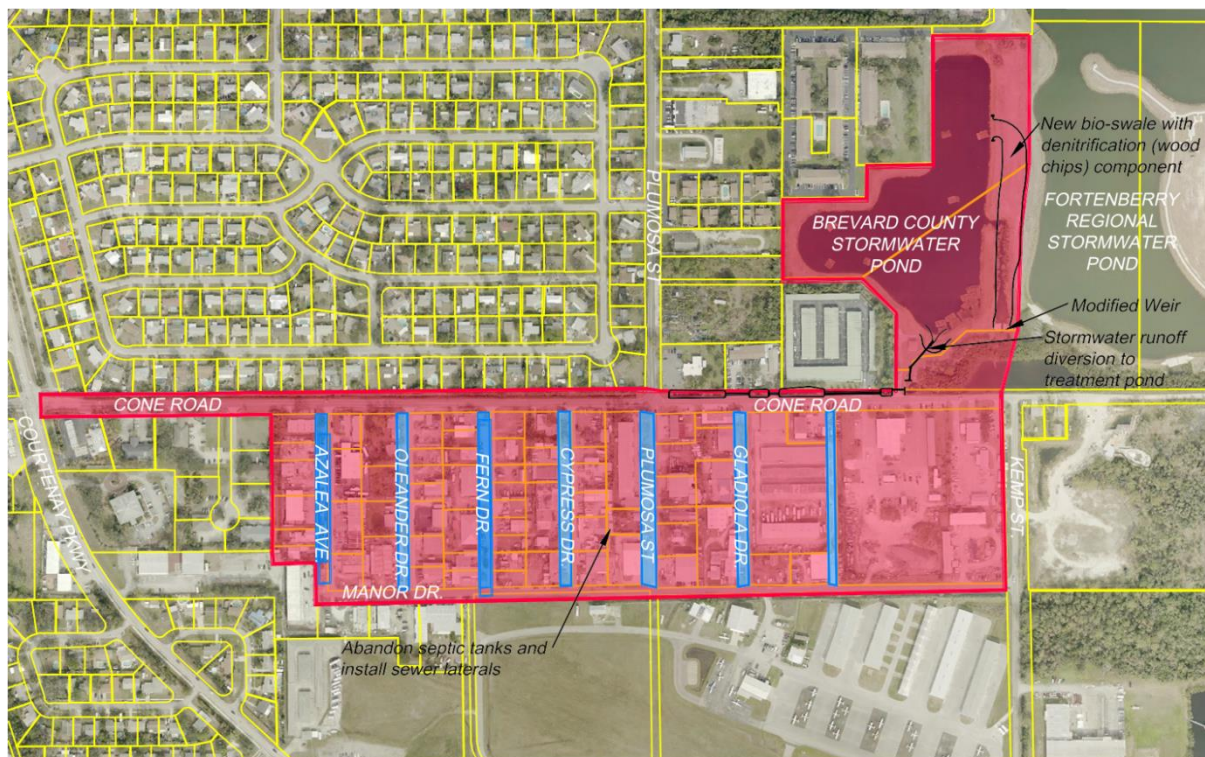
1. \$3.6 MILLION CONE ROAD STORMWATER AND SEPTIC TANK PHASE OUT PROJECT



This Project is a partnership of several different funding agencies and departments. These are the Merritt Island Redevelopment Agency, the Brevard County Public Works Department, the Save our Indian River Lagoon Fund, the Saint Johns River Water Management District, the City of Cocoa (water lines) and the Florida Department of Environmental Protection.

Pursuant to the MIRA adopted 2013 Redevelopment Plan, a feasibility study began in 2015 to pipe a dangerous open ditch along the north side of Cone Road between South Courtenay Parkway and Plumosa Street. The Cone Road segment for improvement is an active corridor that provides access to Merritt Island's Industrial park and north-west connection between South Merritt Island's arterial roadways, South Courtenay Parkway and Tropical Trail.

The industrial area south of Cone road was originally platted as a single family residential subdivision with lot dimensions of 50 feet wide and 150 feet deep. While most of these lots have been combined to accommodate their current uses, the properties are still relatively small considering the heavy industrial nature of the uses. As a result, the congestion and visual blight throughout this area is well established and difficult to remedy. While many of the commercial properties are well-kept and well maintained, others are in varying stages of disrepair. A majority of the supply storage areas are cluttered and unkempt, many structures are deteriorated or deteriorating, and vacant lots are not well-maintained. North of Cone Road along the commercially developed corridor of Plumosa Street, the physical appearance reflects a diverse mixture of newer well-kept businesses and older buildings in a state of decline, a condition typical of many strip commercial corridors.



As part of the project a sidewalk for safety was installed and the water from the ditch is diverted to an existing stormwater pond for treatment. Additionally, a new sewer main trunk line has been installed within the Cone Road Right of way to serve the aging existing industrial park with approximately 63 new sewer connections and the abandonment of approximately 64 septic tanks. Additional funding for the project has been secured through the grant awards from SJWMD Phase I. Engineering and Design

was completed in December 2017 and Phase 2 Construction started October 2019 with an anticipated completion date of October 2020. Phase 3 of the project will overlap with Phase 2 with a final completion including monitoring through 2022.



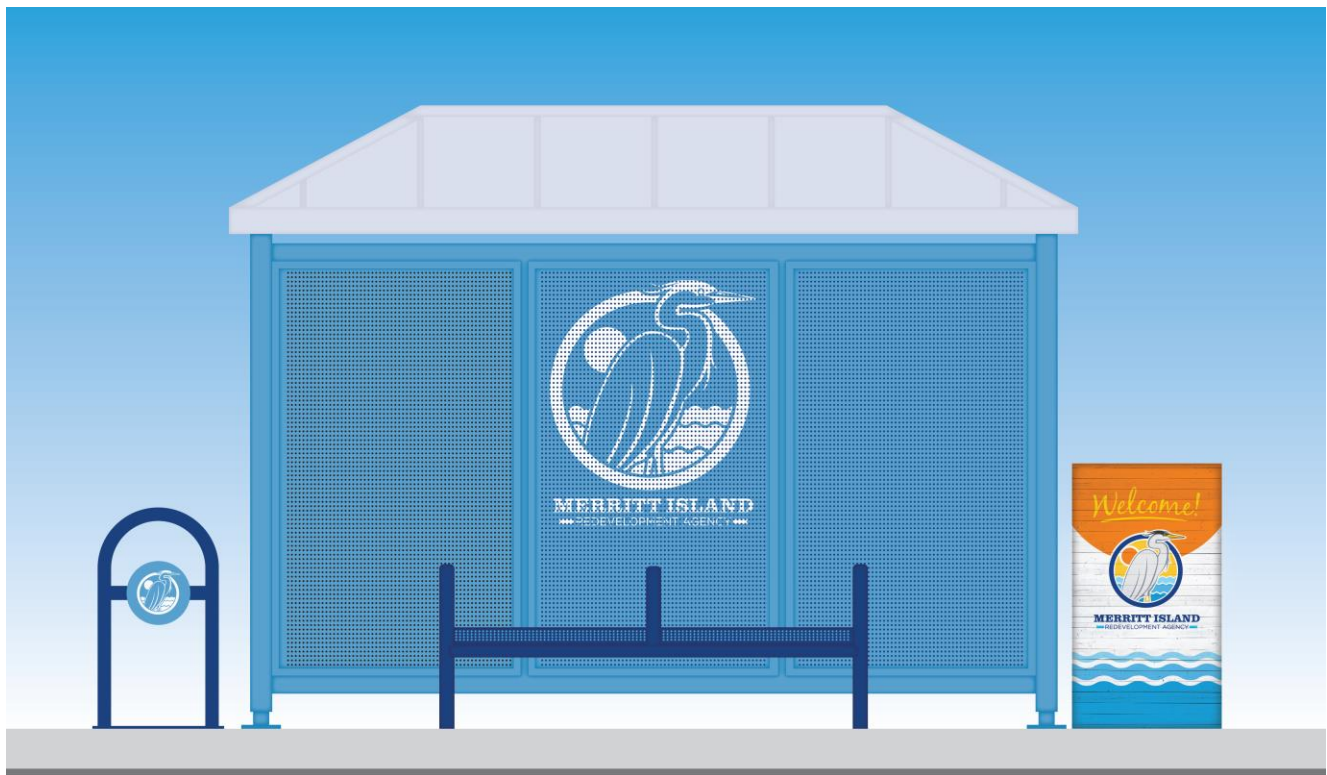
2. \$1.02 MILLION VETERAN'S MEMORIAL CENTER AND PARK PHASE II IMPROVEMENTS

This year the newest enhancements to the Veteran's Memorial Center and Park have been site planned with necessary infrastructure such as electricity and parking. A Landscape Architect was engaged to appropriately design a plan enriched with plantings that will honor the Veteran's Memorial Park for generations to come. Designated areas for the Veteran's memorial trees and benches throughout the Park and the site for the future Vietnam Veteran's Memorial Wall are included. MIRA's future plans involve design enhancements to the Veteran's Memorial Park through partnerships with Brevard County Parks and Recreation, Brevard Facilities, and the Tourism Development Council. Enhancements will include a future Amphitheatre, with band shell and other infrastructure needs to support the Park's Master Plan.

On November 11, 2016 (Veteran's Day), a Grand Opening was held for the Veterans Memorial Center expansion and the Veterans Memorial Park. The Merritt Island Redevelopment Agency was recognized at the Grand Opening as a Platinum Level Organization donor and made part of their Dedication Plaque, which is installed at the new Military History Museum. The MIRA logo was also added to their Plaza Wall of Honor and Support.

3. \$215K BUS SHELTERS

During Fiscal Years 2019-2022 MIRA will have committed \$215,000 on Merritt Island to a new Bus Shelter program. A County wide initiative has been underway for the installation of bus shelters, the Merritt Island Redevelopment Agency has continued to seek the appropriate sites for the installation of bus



shelters along North Courtenay Parkway and S.R. 520. Preliminary surveying and engineering proposals for six shelters have been reviewed. MIRA's future plans involve partnerships with Brevard County Space Coast Area Transit, Brevard County Facilities and the FDOT to facilitate the installation of bus shelters within the MIRA area.

4. \$560K NORTH REGIONAL STORMWATER POND PROJECT

During Fiscal Years 2019-2022 MIRA has committed \$560,000 towards our ongoing efforts to work with property owners in creating an engineering strategy, where we would create, permit and implement relocation improvements and redesign of existing stormwater structures adjacent to the BJ's fuel pumping area and the Health First Pro-Health & Fitness Center. The goals of the project involve improved transportation safety on East Merritt Avenue, environmental preservation, regional storm water treatment and control, and economic redevelopment. The proposal currently under consideration is one that will facilitate a regional stormwater improvement with a water quality restoration element. MIRA will work to partner with the surrounding property owners, the Department of Natural Resources and the Brevard County Public Works Department to achieve improvements that will enhance and improve safety in this area.

5. \$380K BASIN PIPE EXTENSION – East of Plumosa Street

During Fiscal Years 2020-2022 MIRA has committed \$380,000 to this project where an existing drainage pipe conveyance system for the Veteran's Stormwater basin will increase the number of parcels which have access to the Regional Stormwater System, and allow additional potential redevelopment

opportunities. Preliminary survey, engineering and design proposals are in place and will facilitate the pending development.

6. \$2.1 MILLION MALL OVERLAY DISTRICT AND ALTERNATIVE DEVELOPMENT OPTIONS

With extensive citizen input, in 2014, it became clear as an item of importance, and recently significantly more so, accentuated by recent retail trends, of the need for a Merritt Island Community Town Centre. The concept for this project was birthed with the 2014 CRA Redevelopment Plan. Given current national retail trends, the aging of the Mall, and the relocation from Merritt Island of several major automobile dealerships, the economic tax base in the Mall Redevelopment area is under siege. The purpose of the project is to engage in an extensive public/private sector collaborative process, leading towards creation and implementation of catalytic mixed use place making redevelopment activity in the MIRA Merrit Square Mall Commercial Core Sub Area creating a Merritt Island Town

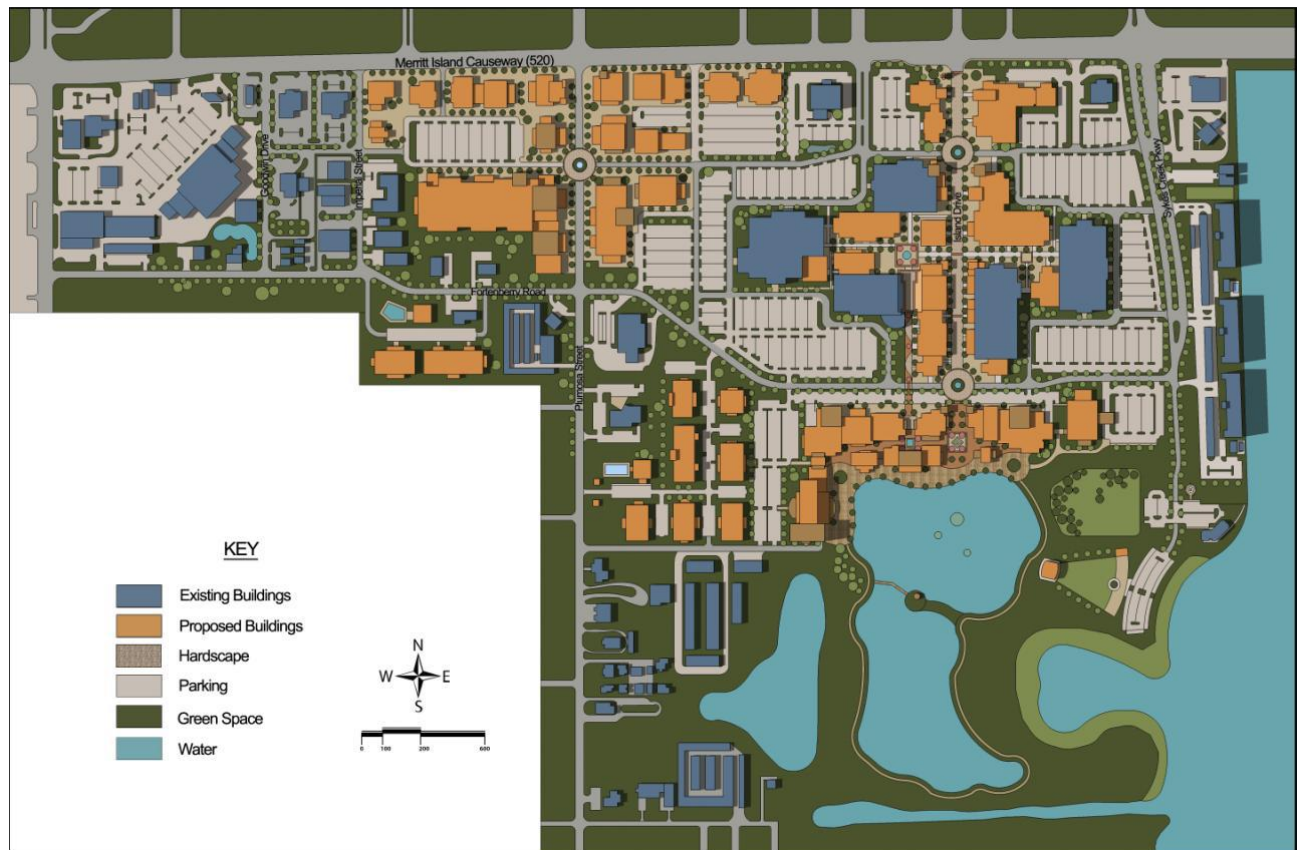


Centre - linked and integrated functionally and aesthetically to Veterans Memorial Park, its water features, and its upcoming band shell area. Next steps will involve focus group meetings with Merritt Square Mall and surrounding property owners, potential redevelopment partners, and many Brevard County Departments. The outcome will be creation and phased implementation of a market based highly collaborative concept plan, land and storm water pond acquisition, design, and construction of storm water elements to connect to the Fortenberry Stormwater Treatment Lake at the Veteran's Memorial Park; feasibility and probable costs of the possible relocation of Fortenberry Road; and an overlay of alternative development standards to facilitate the redevelopment of the Mall and surrounding areas.

7. MALL AREA ZONING OVERLAY DISTRICT

The effort to create a Mall Area Zoning Overlay District, in the Merritt Island Mall Focus Area began in 2013 to review the current zoning and land development regulations for the area of Fortenberry Road north to the south side of S.R. 520 including the Merritt Square Mall. Alternative development standards, incentives for development through the new stormwater utility and streamlining processes have been discussed.

As the overlay has continued to be evaluated, ownership of the Mall and a recent subdivision plan that has been processed through the County in 2019-2020 has delayed these efforts. MIRA will continue to facilitate the effort of establishing an overlay district that will guide development and redevelopment



of the area towards the type of standards that promote reinvestment, and potentially enable the District and Concept Design Alternatives to develop.

8. **MERRITT PARK PLACE** This year development efforts have been halted or stalled by existing land development regulations and zoning code that have a “one size fits all” approach. In particular, the Merritt Park Place area has had unique issues. In the late 1990s MIRA and other public entities embarked on a revitalization of two streets in Merritt Park Place. As this area has continued to be



highlighted in the adopted MIRA CRA Plan as needing additional infrastructure improvements, new efforts have been made this year to engage in an overall existing conditions survey, a parking study and suggested stormwater solutions.

9. **MERRITT ISLAND CANAL CROSSING CONCEPT PLAN**

In 2020, with the rebuilding of the Sea Ray Drive Bridge on the horizon, MIRA will be working with Brevard County, and Port Canaveral, property owner’s tenants, boaters, and citizens on planning improvements to the entire length of the Canal Corridor, from the western end, to eastern terminus, including at Kelly Park.

Cape Crossing, is already entering an expansion phase, requiring a collaborative effort with Port Canaveral Port Authority, and MIRA, where the goal will be to improve access, storm water, the Marina, access to the Merritt Island Cemetery, and improvements reaching all the way to the western end of the Canal lands and waterway.

10. **\$2.3 MILLION VETERANS MEMORIAL PARK AMPHITHEATRE PROJECT**

Planned for 2021-2022, the construction of the acoustically engineered Veteran’s Memorial Amphitheatre project will be Phase III, and our capstone assistance project in the County’s Veterans Memorial Park. The Amphitheatre would be centrally located inside the existing 80-acre multi-use Veteran’s Memorial Park on Merritt Island. The existing Veteran’s Memorial Park is located directly

south of S.R. 520 with access via Sykes Creek Parkway which terminates at the entrance of the Veteran's Memorial Park.

The over three-acre Amphitheatre greenspace area for the proposed outdoor venue will support an auditorium or bandshell, and is located to the rear of the existing and very successful Veteran's Center and Memorial Museum. Currently the Annual Museum Visitation Report shows that within the last



25 months they have hosted visitors from 35 States and 18 foreign countries. With an average of 1,387 visitors just in the museum, every month.

The Veteran's Memorial Amphitheatre with an outdoor structure was conceived through a partnership in the late 2000s after Brevard County Parks and Recreation Department received a \$800,000 grant from the State of Florida Communities Trust for Veteran's Memorial Park Improvements. The grant did not cover the full cost of the master plan. MIRA hopes to leverage a portion of its money, in seeking grants to supplement funding the project.

MERRITT ISLAND REDEVELOPMENT AGENCY
TRUST FUND
CAPITAL PROJECTS PROGRESS REPORT

2019-2022

MERRITT ISLAND REDEVELOPMENT AGENCY FY 20-22 CAPITAL IMPROVEMENT PROJECTS	SUMMARY OF PROJECTS STARTED/COMPLETED	COST OF OVERALL PROJECT	PRIOR FISCAL YEARS	FY 2019	FY 20	FY 21	FY 22	TOTAL	PROJECT TYPE	PARTNERSHIPS ESTIMATED FUNDS LEVERAGED ALL PHASES
Cone Road Septic to Sewer Phase II	Currently under construction, is Phase III of a three-phase \$3.6 Million septic-to-sewer and storm water project to benefit the Indian River Lagoon. It will provide a three step storm water treatment train, and provide sanitary sewer to the Cone Road Industrial/ Merritt Island Airport area. Approximately 80 septic tanks will be coming off of the Lagoon system.								INFRASTRUCTURE: STORMWATER, SEPTIC TANK REMOVAL, TRANSPORTATION & SAFETY	BREVARD COUNTY PUBLIC WORKS; BREVARD COUNTY SAVE OUR INDIAN RIVER LAGOON PROJECT; BREVARD COUNTY UTILITY DEPARTMENT; ST JOHNS WATER RIVER WATER MANAGEMENT DISTRICT; CITY OF COCOA; FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION
Total Project Budget		\$ 2,409,484	\$ 197,097	\$ 1,773,887	\$ 403,500	\$ 15,000	\$ 20,000	\$ 2,409,484		\$ 3,633,000.00
South Courtenay Pkwy & Cone Road	This project is in preliminary planning stage, and will facilitate the implementation of solutions for a road safety and capacity issue, a stormwater improvement need along the west side of South Courtenay, and a roadway enhancement for the segment that contains a large linear median on the east side approaching Cone Road.								INFRASTRUCTURE: TRANSPORTATION, STORM WATER, & SAFETY	BREVARD COUNTY PUBLIC WORKS; PRIVATE DEVELOPERS IMPACT FEES; SAVE OUR INDIAN RIVER LAGOON
Total Project Budget		\$ 325,000	\$ -	\$ 25,000	\$ 50,000	\$ 250,000	\$ -	\$ 325,000		\$ 500,000.00
Bus Shelters SR 3 and SR 520	This project is in design and permitting stage and planned for construction in 2020. The purpose of this project is to facilitate the development of quality bus shelters for the Merritt Island Redevelopment Area along the two main Merritt Island corridors, S.R. 3 and S.R. 520. Average Daily traffic volumes along these corridors combined exceeds 70,000 trips.								INFRASTRUCTURE: TRANSPORTATION, MULTI- MODAL ACCESS & SAFETY	SPACE COAST AREA TRANSIT; FDOT BREVARD COUNTY PUBLIC WORKS; SCTPO
Total Project Budget		\$ 219,416	\$ 4,416	\$ 15,000	\$ 120,000	\$ 40,000	\$ 40,000	\$ 219,416		\$ 190,000
Phase II Griffiths Landing Infrastructure & Access	This project is a continuation of Phase I acquisition and essential improvements. Ongoing Facilities improvements at Griffiths Landing in conjunction with installation of a new fuel tank and the existing pump out station will increase waterfront usage, adding a sustaining economic benefit for the Landing and its businesses. This project will include a site needs analysis for signage for the fuel dock, lighting for safety, emergency access and ADA compliant access.								INFRASTRUCTURE: WORKING WATERFRONT ACCESS PRESERVATION, ECONOMIC DEVELOPMENT, HISTORIC PRESERVATION, SAFETY	BREVARD COUNTY NATURAL RESOURCES; SENATOR DEBBIE MAYFIELD; FLORIDA INLAND NAVIGATION DISTRICT (FINI); SOIRL, BREVARD COUNTY FACILITIES
Total Project Budget		\$ 560,000	\$ 60,000	\$ -	\$ 100,000	\$ 400,000	\$ -	\$ 560,000		\$ 2,900,000

MERRITT ISLAND REDEVELOPMENT AGENCY FY 20-22 CAPITAL IMPROVEMENT PROJECTS	SUMMARY OF PROJECTS STARTED/COMPLETED	COST OF OVERALL PROJECT	PRIOR FISCAL YEARS	FY 2019	FY 20	FY 21	FY 22	TOTAL	PROJECT TYPE	PARTNERSHIPS ESTIMATED FUNDS LEVERAGED ALL PHASES
Merritt Square Mall Area Redevelopment	This Project is in initial negotiations and planning and design stage. The purpose of the project is to collaborate in a public/private partnership transportation system/storm water infrastructure realignment, leading towards creation and implementation of catalytic mixed use place making redevelopment activity in the MIRA Merritt Square Mall Commercial Core Sub Area creating a Merritt Island Town Centre.	\$ 2,100,000 \$ - \$ 25,000 \$ 1,125,000 \$ 925,000 \$ 25,000 \$ 2,100,000							INFRASTRUCTURE: STORM WATER, TRANSPORTATION	BREVARD COUNTY PUBLIC WORKS; PRIVATE DEVELOPERS; BREVARD COUNTY PLANNING & DEVELOPMENT; BREVARD COUNTY NATURAL RESOURCES
Total Project Budget										TBD
Plumosa & State Road 520 Stormwater Pipe Extension	This project is in planning phase. This project is to facilitate the study and engineering of piping stormwater and making the connection of properties at the south east intersection of S. R. 520 and Plumosa Street to the Stormwater Treatment Lake at the Veteran's Memorial Park. Approximately seven acres are anticipated for redevelopment	\$ 380,000 \$ - \$ - \$ 30,000 \$ 350,000 \$ - \$ 380,000							INFRASTRUCTURE: STORM WATER	BREVARD COUNTY PUBLIC WORKS; BREVARD COUNTY NATURAL RESOURCES; INDEPENDENT DEVELOPERS
Total Project Budget										300,000
Veterans Park Improvements Phase II	This project is entering into construction phase in 2020. The purpose of this project is for Merritt Island Redevelopment Agency to partner with Brevard County Parks and Recreation, Department of Natural Resources, and the Veterans Memorial Center, in creation of a Masterplan, and funding the construction phase of the planned improvements	Important to note that in FY 19, which is the current Fiscal Year, MIRA has budgeted \$1,020,000 for expenditures on planned improvements at Veterans Memorial Park that are nearing permit approval. Permit Approval may take the project into FY 2020.							INFRASTRUCTURE: OPEN SPACE STORM WATER TREATMENT	VETERANS MEMORIAL CENTER; BREVARD COUNTY PARKS & RECREATION; BREVARD COUNTY NATURAL RESOURCES; BREVARD COUNTY PLANNING & DEVELOPMENT; BREVARD COUNTY FACILITIES
Total Project Budget		\$ 1,020,000 \$ 1,020,000 \$ - \$ - \$ 1,020,000								2,000,000
State Road 3 Multi Modal Transportation Corridor Improvements	This project is in planning phase. The purpose of the project is to facilitate execution of improvements scheduled by FDOT/Space Coast TPO for North Courtenay Parkway, providing MIRA with the opportunity to complete the continuation of Courtenay Parkway median, street scape and safety upgrades. Sidewalk enhancement and lighting are anticipated elements of the project.	\$ 90,000 \$ - \$ - \$ 40,000 \$ 50,000 \$ - \$ 90,000							INFRASTRUCTURE: TRANSPORTATION, ACCESS MANAGEMENT, SAFETY	FDOT; BREVARD COUNTY PUBLIC WORKS; SCTPO
Total Project Budget										TBD

MERRITT ISLAND REDEVELOPMENT AGENCY FY 20-22 CAPITAL IMPROVEMENT PROJECTS	SUMMARY OF PROJECTS STARTED/COMPLETED	COST OF OVERALL PROJECT	PRIOR FISCAL YEARS	FY 2019	FY 20	FY 21	FY 22	TOTAL	PROJECT TYPE	PARTNERSHIPS ESTIMATED FUNDS LEVERAGED ALL PHASES
North State Road 520 Stormwater Project	This project is in concept planning phase. will facilitate engineering, design and implementation of a small stormwater management project and a water quality issue specifically for the sub-basin north of S.R. 520, east of Plumosa Street to the Sykes Creek area. This area lacks significant stormwater treatment capacity	\$ 560,000 \$ - \$ - \$ 30,000 \$ 320,000 \$ 210,000 \$ 560,000							INFRASTRUCTURE: TRANSPORTATION, STORM WATER, ACCESS MANAGEMENT, SAFETY	BREVARD COUNTY PUBLIC WORKS; BREVARD COUNTY NATURAL RESOURCES; SOIRL; PRIVATE DEVELOPERS
Total Project Budget		\$ 560,000	\$ -	\$ -	\$ 30,000	\$ 320,000	\$ 210,000	\$ 560,000		\$ - TBD
State Road 528 and State Road 3 Gateway Interchange	This project is in planning phase of FDOT, then MIRA can begin its planning. The purpose of this project is to create, in conjunction with FDOT/County/Port Canaveral, a concept for project improvements/enhancements to take place at the S.R. 3, S.R. 528 and Barge Canal Crossroads. The S.R. 528 Corridor and S.R. 3 Interchange are currently in the FDOT design phase to increase traffic volume/capacity to and from Port Canaveral and the Beaches.	\$ 50,000 \$ - \$ - \$ 50,000 \$ - \$ - \$ - \$ 50,000							INFRASTRUCTURE: TRANSPORTATION, SAFETY	FDOT; PORT CANAVERAL; BREVARD COUNTY PUBLIC WORKS; SCTPO
Total Project Budget		\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000		\$ - TBD
Griffis Landing Structural Improvements	One aspect of this ongoing project is in design Phase. Redevelopment efforts of our remaining working waterfront area offers potential for economic and recreational opportunities, while underscoring the connections between Merritt Island's community's culture, built environment, and our natural resources. This project will make it possible to preserve and enhance Griffis Landings' historic structures, home to "Doc's Bait House" and Ms. Apples Crab Shack,	\$ 595,584 \$ - \$ 100,000 \$ 395,584 \$ 100,000 \$ - \$ - \$ 595,584							INFRASTRUCTURE: PRESERVATION OF WORKING WATERFRONT ACCESS, HISTORICAL PRESERVATION, SAFETY	BREVARD COUNTY NATURAL RESOURCES; SENATOR DEBBIE MAYFIELD; FLORIDA INLAND NAVIGATION DISTRICT (FINI); SOIRL
Total Project Budget		\$ 595,584	\$ -	\$ 100,000	\$ 395,584	\$ 100,000	\$ -	\$ 595,584		\$ 50,000
TOTAL CAPITAL PROJECTS		\$ 8,309,484	\$ 261,513	\$ 1,938,887	\$ 3,364,084	\$ 2,450,000	\$ 295,000	\$ 8,309,484	ADDITIONAL FUNDS LEVERAGED	\$ 9,573,000

B. *Brownfields Environmental Initiatives*

Environmental Site Assessment Program - With the majority of commercial and industrial development in MIRA'S redevelopment area occurring in the late 1950's – mid 1980's (pre- key environmental regulations), creation of a Brownfields Environmental Assessment program continues to be an important redevelopment plan goal that is underway.

A key component to Brownfield Redevelopment work includes Community and Stake Holder education and awareness of the need for Environmental Assessments, and the process of remediation to repurpose contaminated properties.

In Fiscal Year 2019 MIRA is heading up a regional education and awareness campaign, beginning with coordinating a Brownfield Briefing Seminar, comprised of a national panel of experts from the EPA, FDEP, and a team of Legal and Consulting experts.

BROWNFIELD REDEVELOPMENT PROCESS



In order to address and incentivize environmentally responsible brownfield redevelopment, MIRA has requested a \$300,000 Brownfield Assessment Grant from the United States Environmental Protection Agency (USEPA), divided equally between addressing hazardous substances and petroleum-based substances. The Grant is currently under review, and a determination will be made in June 2020.

What is a Brownfield?

A brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. It is estimated that there are more than 450,000 brownfields in the U.S. Cleaning up and reinvesting in these properties will increase our tax base, facilitates job growth, utilizes existing infrastructure, take development pressures off of undeveloped, open land, and both improve and protect the environment, including the Indian River Lagoon.

Examples of brownfield sites, might be surprising, however sites typically identified include industrial or commercial properties such as manufacturing sites, gasoline stations, automotive repair, dry cleaners, military bases, and even agricultural areas in some cases.

The grant would provide funding to assist property owners in two targeted areas, of the Redevelopment Area, with Phase I and II Environmental Site Assessments (ESAs); Site Remediation and Reuse Planning; Market Feasibility and Reuse Plan for the Cone Road Industrial Park, and Griffis



Landing areas, Community Outreach and Public Involvement; and Programmatic Support.

Demand has increased dramatically for this type of study following judicial decisions beginning in the 1980's related to liability of property owners to effect site cleanup.

Interpreting the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the U.S. courts have held that a buyer, lessor, or lender may be held responsible for remediation of hazardous substance residues, even if a prior owner caused the contamination; performance of a Phase I Environmental Site Assessment, according to the courts' reasoning, creates a safe harbor, known as the 'Innocent Landowner Defense'.

Brownfield Remediation

In October 2018, MIRA facilitated in the designation of a Brownfield area by the Board of County Commissioners, of a redevelopment site situated at 265 and 267 E. Merritt Island Causeway. This was a key step, necessary for the Site Developer to become eligible for state brownfield remediation tax

credits. The Board of County Commissioners determined that the Property should be designated as a brownfield area eligible under the Brownfields Redevelopment Act, Section 376.80(2)(c) Florida Statutes. The rehabilitation and redevelopment of the proposed brownfield site will result in considerable investment (approximately \$500,000), building the tax base, furthering economic productivity of the area, and the creation of new full time permanent jobs at the site.

In accordance with section 163.360(2)(b), Florida Statutes, the 2013 Merritt Island Redevelopment Plan, approved by the Board of County Commissioners on August 19, 2014, includes sufficiently complete goals and objectives to support a MIRA redevelopment initiative to create a Brownfields Environmental Site Assessment Program. Funding would be derived largely from state and federal grants awarded by the U.S. Environmental Protection Agency. (Note that on January 22, 2019 the Board of County Commissioners adopted Resolution No. 19-007, affirming that the Merritt Island Redevelopment Agency (MIRA) has the authority to establish a MIRA Brownfield Assessment Program) pursuant to MIRA's existing 2013 Community Redevelopment Plan).

C. Economic Development Outreach Initiative

The eradication of economic distress, creation of economic opportunities, and the encouragement of private enterprise are redevelopment strategies cited in the Florida State Statutes, Chapter 163, Part III and throughout the MIRA Redevelopment Plan. Practically all of MIRA's redevelopment area is private sector based property, being situated in the commercial, retail, office and industrial corridors of Merritt Island.

Therefore it is crucial that MIRA play a strong role in working with business and industry to foster business retention, expansion, job creation, and other forms of economic and real estate redevelopment activity, leading to sustainable economic base growth. A substantial part of our work requires the effort of economic development through business expansion and retention facilitation. Economic developers do not create jobs nor increase the tax base themselves. The private sector makes the investment to create jobs and increase wealth. The economic development initiative of MIRA is to work with the private sector serving as a facilitator, stage setter, and creative catalyst for economic development activity.

We accomplish our economic development initiative through redevelopment of our commercial and industrial infrastructure, implementation and incentivizing curb appeal and other aesthetic enhancements for private sector investment, and by assisting the private sector in the provision of information, data, zoning, development and planning processes, creation and increasing awareness of available real estate development opportunities, incentive programs, convening of the interested parties, and even working to remove roadblocks to allow responsible economic growth to happen.

Outreach - In 2020 MIRA plans to create a high-quality information rich web site. This is one of the most essential economic development tools the redevelopment agency is lacking and must have available in this day and age. A quality website should be Merritt Island's showcase window to the world of our community, providing crucial information to the people who might consider where to put their next retail outlet, service center, restaurant, or industry. Web sites are most often the very first step taken by a site selection consultant or other prospect, once they decide on a region to locate within. Site Selectors look for the premier marketplaces, and MIRA hopes to prepare the digital tools that they need to identify, analyze and select new locations for their investments. In addition, our goal is to have a web site that improves the level of our communication and accountability with the general public, and with the MIRA Board.

In our outreach, be it in person, or on the Web, we must be prepared to provide examples of what businesses are succeeding on Merritt Island. We must tell the stories about companies doing a really good job here. We need to develop success stories that also focus on who and what types of redevelopment do we want to attract. We need to tell our visitors, developers, and future entrepreneurs, about why Merritt Island is a good fit for their needs. We want to attract companies who will be our ambassadors, working on our behalf, redeveloping and building the tax base, reducing the burden of government.

C. Recent Economic Development Projects

- **Cape Crossing Resort and Marina;** Completed in 2019, Cape Crossing, is a Multi-Million-dollar project serving as a Gateway to the Indian River Lagoon, nestled in MIRA's Merritt Island Canal Redevelopment Area, the waterway connecting the Indian River and Banana River. The Merritt Island Canal, also known as the Barge Canal. The Marina Resort Complex is situated in what once was a long-neglected piece of land that held a lot of nostalgia for locals because it was the



former home of the historic Tingley RV Park and Marina (a Merritt Island Landmark for more than 50 years). Cape Crossing is the first condo and townhouse facilities constructed in the history of the Agency's redevelopment areas. The project offers 35 condos and 47 town homes,



easy access to the Beachline. featuring a marina, clubhouse, exercise facility, media room, boat ramp, and boat rentals, A Marina expansion, and a restaurant is planned for construction onsite to complete the project. (Former Tingley Marina and RV Camp pictured to left)

Cape Crossing was developed by Tristar Development Partners a company that prides itself on investing in projects that are all-inclusive in their dedication to green-building, environmental protection and long-

term solutions for communities. Tristar completely rehabilitated the land to make it a place where both locals and travelers alike can bring their families to relax, explore, and experience Old-Florida. Redevelopment Value \$15 Million providing more than 20 full time jobs. Each townhome unit features, open floor concepts, three bedrooms, access to the marina, a garage,



and 1,403 square feet of living space.

- **Panorama Self Storage;** Tax Account # 2426677 (east of South Tropical Trail, between south tropical trail and south Courtenay Parkway, approximately 970' south of SR. 520). New Construction for a Self-Storage Mini Warehouse facility on 7.31 acres with a Binding Development Plan. The total new building sq. ft. for both Phase 1 and 2 is 108,110 sq. ft. Total proposed structural acreage coverage for both Phase 1 and 2 would be 2.48 acres. The property has been a vacant mobile home park for more than 10 years.



New construction is currently underway.

Water's Edge Dermatology; 1730 E. Merritt Island Causeway

New medical office building consisting of 5,064 s.f. with a total site size of 1.15 acres. Site construction was completed in and opened in August 27, 2019.

"We are delighted to extend our services to patients in the Merritt Island area," said Ted Schiff, M.D., Founder and Medical Director of Water's Edge Dermatology.

"Expanding to this community is the next step in offering our special brand of skincare services to more patients in Florida."

"I look forward to serving new patients in the Merritt Island area," said Dr. Varghese. "Our team is thrilled to bring Water's Edge Dermatology's signature treatment and services to the Merritt Island community."



1730 E. Merritt Island Causeway had been vacant and unimproved since the early 2000s. The site had one of the last two adult entertainment establishments on Merritt Island.

- **Merritt Island Medical Properties 1, LLC;** Renovation of **450 East Merritt Island Causeway;** Physician Partners of American opened in 2018.



The site is once again viable. It is no longer retail and is being used as a new medical and professional office building. The renovated building consists of 28,184 s.f., 132 parking spaces, total site consists of 3.21 acres



450 E. Merritt Island Causeway had been an old Circuit City Building which had not been consistently occupied in over ten years.

- **U-Haul**; Renovation of existing shopping center; **777 E. Merritt Island Causeway** (northwest corner of S. Sykes Creek Parkway and Fortenberry Road); Now a U-Haul truck and self-storage center and hub. The existing building is approximately 62,313 square feet. Preliminary conceptual plans show approximately 61,921 s.f. of interior access self-storage, with approximately 8,750 s.f. of exterior access self-storage.



This site was home to the old Publix building and has not been consistently occupied for more than 15 years.

Work in Progress at U-Haul Site (three following photos:







D. Additional Potential Development or Redevelopment Facilitation Provided

- Approximately 3.78 acres south side of Fortenberry Road east of South Plumosa Street. Self-Storage facility.
- Approximately 9.25 acres south side of Fortenberry Road east of South Plumosa Street. Office, Retail.
- Approximately 2.0 acres at the South east corner of North Courtenay Parkway and Pioneer Road.
- Approximately 3.0 acres at the North west corner of North Banana River Drive and Furman Road.
- Approximately 6.5 acres at the south east corner of SR 520 and Plumosa Street. Retail and Restaurant.
- Approximately 7 acres at the southwest corner of SR 520 and New Found Harbor Drive. Retail, office, restaurant & hotel.
- 1.0 acre; on the south side of SR 520 at the entrance to Appliance Direct. Retail and Restaurant
- 3 acres; 595 N. Courtenay Parkway, with adjacent parcels, currently occupied medical and office buildings. Continued use as medical and office.
- 2.75 acres; at the northeast corner of SR 520 and Milford Point Drive.
- 2.12 acres; at the southwest corner of SR 520 and S. Banana River Drive.
- 1.15 acres east side of S. Courtenay Parkway, south of Fortenberry Road.

E. Commercial Façade Improvement Award Program

The Merritt Island Redevelopment Agency retains a seven-member volunteer *Beautification Committee* composed of Merritt Island residents and/or Merritt Island business owners. The Committee's purpose is to serve as a recommending body to the MIRA Board for beautification projects within the MIRA District. In 2002, MIRA created the Commercial Façade Improvement program. The goal of the Program is to improve the function and aesthetics of the Merritt Island Redevelopment Area by assisting commercial property owners in funding physical redevelopment and safety improvements to their existing properties. The Award provided by MIRA is awarded on a reimbursement basis, matching a percentage of the investment made by individual grantees, based on certain criteria established in the policies and procedures of the program. With the availability of matching funds through the program, the improvements will have a positive visual impact on the community, reducing blight, and thereby increasing the economic benefits within the Redevelopment Area. In FY 2017-18, MIRA provided grants in the amount of \$91,844.74, representing a 2.5:1 return on investment.

In 2019 the Program was paused in July by the MIRA Board of Directors to reevaluate the criteria of the program and perhaps provide a better return on investment. The program has been revised and will be relaunched in 2020 with no increase in the annual award amount budgeted.

1. Cabinets Plus, Roger Shover, 250 S. Courtenay Parkway, Merritt Island

Improvements to this outdated property included painting; landscaping; parking lot resurfacing; fencing and sign replacement. The amount of private investment was \$30,675.00; grant awarded was \$15,337.50.



2. Jen Clements, Coastal Life Properties, 120 Plumosa Street, Merritt Island

Improvements to the property included landscaping, parking lot repair, and sign replacement. The amount of private investment was \$9,914.65; grant awarded was \$4,957.33.

3. Don Advisio, 45 N. Tropical Trail, Merritt Island

Improvements to this historical property included demolition of an old building pad to allow for the parking lot repair; landscaping; masonry repairs/painting; capping old well; shutters and safety railing. The amount of private investment was estimated at \$33,319.00; grant awarded was \$9,435.00.



4. Dawson Law, 50 N. Grove Street, Merritt Island

Improvements included removing the old vinyl siding; resurfacing with stucco to return the property's look back to a more historical presence in Merritt Park Place; the building was painted; windows and door replaced. The amount of private investment was \$29,079.00; grant awarded was \$14,539.50.

5. Tropical Realty, 259/263 N. Courtenay Parkway, Merritt Island.

Improvements due to Hurricane Irma to this property were for roof repair and gutters/downspouts; upgrade lighting; sign replacement; sidewalk repair. The amount of private investment eligible for reimbursement was \$10,243.00; grant awarded was \$5,121.15.

6. Currington Eye Associates, 228 S. Courtenay Parkway, Merritt Island.

Improvements for this property include masonry/mansard repair; painting; front door and window replacements; painting; landscaping; parking lot resurfacing and signage replacement. The amount of private investment eligible for reimbursement was \$63,365.00; grant awarded was \$17,500.00.



F. Zoning, Variance, Subdivision and Site Plan Reviews

To maintain a consistency in the development that occurs within the MIRA boundary, the MIRA Board of Directors reviews and makes recommendations as part of Brevard County Planning and Development for development requests including: changes in land use and zoning, site development plans, conditional use or variance applications, and vacating of road right-of-way. The following request was made and approved during the fiscal year.

- **Rezoning Application – Removal of existing BDP; Southeast Corner of Tangerine Ave and N. Tropical Trail**
Approval of Amended BDP May 2019
- **Variance Application – Freestanding sign, South side of E. Merritt Island Causeway and 850 feet west of Sykes Creek Parkway, Chick-fil-A**
Approval of variance, March 2019
- **Variance Application – Replace lower cabinet on existing pylon destroyed during hurricane Matthew, Home Depot,**
Approval of Variance, March 2019
- **Variance Application – Square footage for sign; 7 Durham Place Realty Inc.** Approval of Variance October 28, 2018
- **Rezoning Application – RU-2-15, Multi-family Zoning; Housing Authority of Brevard County**
Approval of rezoning, June 28, 2018
- **Variance Application – Setback for ground sign; Hutton Exchange Merritt Island FL, LLC. O'Reilly's Automotive Stores, Inc.**
Approval of variance, July 2018
- **Rezoning Application – BU-2, MHE, LLC.; Mike Erdman**
Approval of rezoning, June 28, 2018
- **Rezoning – CUP for Trailer & Truck Rental, Merritt Square CH, LLC & Merritt Square Nassim, L.L.C. (U-Haul)**
Approval of CUP with Additional Conditions, June 28, 2018
- **Site Plan - McDonald's Merritt Island MRP**
Approval of Site Plan, June 28, 2018
- **Rezoning Application – Expansion of Conditional Use Permit for the On Premises Consumption of Alcohol, 110 & 120 McLeod Street**
Approval of Expansion of Conditional Use Permit, January 31, 2019
- **Rezoning Application – Conditional Use Permit for the On Premises Consumption of alcohol, 170 N. Grove Street**
Approval of Conditional Use Permit, September 28, 2019

GENERAL PERFORMANCE METRICS

RECENT/CURRENT PROJECTS STARTED/PLANNED	PROJECTED TRUST FUND EXPENDITURES	LEVERAGED FUNDS	BUSINESSES/ VISITORS SERVED	ESTIMATED JOBS FACILITATION	ACRES REDEVELOPED	SQUARE FOOTAGE REDEVELOPED
Cone Road Septic to Sewer Phase II	\$ 2,409,484	\$ 3,633,000	59	295	45	
South Courtenay Pkwy & Cone Road	\$ 325,000	\$ 500,000	10	50	15	
Bus Shelters SR 3 and SR 520	\$ 219,416	\$ 190,000	80	160	1	
Griffis Landing & Infrastructure & Access	\$ 560,000	\$ 1,500,000	18250	10	1.5	
Merritt Square Mall Area Redevelopment	\$ 2,100,000	TBD	TBD	TBD	TBD	TBD
Plumosa & State Road 520 Stormwater Pipe Extension	\$ 380,000	\$ 300,000	TBD	TBD	TBD	TBD
Veterans Park Improvements Phase II	\$ 1,020,000	\$ 2,000,000	105000	10	80	
State Road 3 Multi Modal Transportation Corridor Improvements	\$ 90,000	TBD	TBD	TBD	TBD	TBD
North State Road 520 Stormwater Project	\$ 560,000	TBD	TBD	TBD	TBD	TBD
State Road 528 and State Road 3 Gateway Interchange	\$ 50,000	TBD	TBD	TBD	TBD	TBD
Griffis Landing Structural Improvements	\$ 595,594	\$ 50,000	18250	10	1.5	
Commercial Façade Improvement Grants	\$ 91,844	\$ 229,610	6	30	TBD	TBD

New Business Tax Receipts within the Merritt Island Redelopment Area:

Name	Address	Type	Square Footage	Acres
Aquatic Health & Rehabilitation Service	497 N. Courtenay Pkwy	Pilates studio	643	.23
AAA Mobile Home Movers Inc.	101 S. Courtenay Pkwy, Suite 207	Mobile Home Set Up/ Demolition Containers - Office	500	Multi-Tenant
Accurate Doors & Shutters of FL. Inc.	120 Venetian Way #18	Garage door & Shutter Sales & Services	200	Office Condo Unit
AEO Unlimited Inc.	3245 N. Courtenay Pkwy, Unit #34	Construction Contracting – Storage	360	Bennet Storage Unit
Brevard Realty Specialists Inc.	100 Parnell St. Suite C	Real Estate Brokerage	225	.74
Seismic Surveys Inc.	323 Magnolia Avenue	Professional Engineering & Geology - Office	900	.98
IV Advantage	210 N. Grove St.	IV Services - Medical	946	.14
Tree Service by Curtis	606 Gladiola Dr.	Tree Landscaping	50	Baker's Mini Storage Unit
Trans World Distributing International Inc.	4140 N. Courtenay Pkwy.	Marine Fasteners (Phone Orders & Online Sales)	500	.80
Clover Key Inc.	110 Imperial Street	Community Association Management	740	.2
Indian River Hair	227 McLeod St. Suite A	Beauty Salon	300	.29
The Closing Agent	135 S. Courtenay Pkwy	Title Insurance	1,055	.72
Integrity Pest Management	3245 N. Courtenay Pkwy	Pest Control	80	Bennet Storage Unit
Alset Holdings LLC.	273 Crockett Blvd.	Transportation	3,847	Condo Office Unit
Doodles and Oodles Pet grooming	140 W. Merritt Island Causeway	Pet Grooming	3118	.29
Gold China Inn Inc.	215 Crockett Blvd.	Restaurant	1500	Retail Condo Unit
Supreme Door & Trim	858-872 N. Courtenay Pkwy	Door, Molding and Trim work		Multi-tenant
First Choice Medical Group of Brevard LLC	255 N. Sykes Creek Pkwy. Suite 103	Physician & Occupational Therapy	3,704	3.12
Classy Perfections	1175 N. Courtenay Pkwy. B1	Salon	875	Multi-Tenant
Aquatic Leak Detection LLC.	244 N. Grove Street	Swimming Pool Construction	950	.14

Mitchco Collision Repair	1555 E. Merritt Island Cswy.	Automotive Collision Repair	19,000	1.23
The Spa Spot	585 N. Courtenay Pkwy Unit 302	Spa/Barber Shop	1,300	Multi-tenant
JMAK Roofing	416 W. Merritt Island Cswy, Suite 1	Construction	1000	Multi-tenant
Roadrunners Express Lube	625 E Merritt Ave.	Oil Change	2,000	.84
Tilt Time Services LLC	606 Gladiola Drive #505	Concrete/mobile welding	60	Multi-tenant
321Flags and Gifts LLC	285 N. Plumosa St.	Flags Retail sales	180	Multi-Tenant
Bonnie Enterprises LLC	345 Myrtice Ave Suite #11	Moving Services	300	Multi-tenant
Michelina Vanacore	91 E. Merritt Island Cswy, suite C	Cosmetic Tattoo	500	Multi-tenant
DC Cores LLC	606 Gladiola Dr #571	Auto part wholesaler	60	Multi-tenant
Decks R. Us. Inc.	625 E. Merritt Ave.	Concrete Contractor	950	Multi-tenant
Helping Hands of Brevard	225 N. Courtenay Pkwy, Suite	Home Care Agency	420	Multi-Tenant
Island Weight Clinic Inc.	1450 N. Courtenay Pkwy. Suite 3	Weight Loss Clinic	2000	Multi-Tenant
Strike Games LLC	234 E. Merritt Island Cswy. Suites 103, 104, 105	Computer Repair	4800	Multi-Tenant
Flinn Chiropractic LLC	230 Fortenberry Rd.	Chiropractic Office	2400	Multi-Tenant
1 st Way Out Bail Bonds LLC.	76 E. Merritt Island Cswy. Suite 204	Bail Bondsman	700	Multi-Tenant
Leak Tight Analysis, Inc.	3712 N. Courtenay Pkwy	Contractors – 3 rd Party Inspectors	3,100	Multi-Tenant
Debbie Phillips Above and Beyond Cleaning	606 Gladiola Drive	Cleaning and Home Monitoring	300	Baker's Mini-Storage Unit
Pro Choice Roofing LLC.	625 East Merritt Ave	Roofing Contractor Office	300	Multi-tenant
The Gallery Arts & Events Center	234 E. Merritt Island Causeway	Art Gallery, Art studio, event center with alcohol sales	8,460	1.36
All 4 One Gas Service	231 N. Grove Street	Gas Services	464	.14
Allen Contractors of Brevard Inc.	340 Manor Drive	Marine Construction	50	Multi-Tenant
Island Talent Agency	2460 N. Courtenay Pkwy.	Talent Agency	300	Multi-Tenant Office Building
Marc Evans Trucking LLC	606 Gladiola Dr.	Transportation/Trucking	60	Baker's Mini Storage Unit
Basil Pizza Inc.	245 N. Banana River Dr.	Convenience Store	3,180	Multi-Tenant

Empire Smoke Shop	158 A E. Merritt Island Cswy	Retail Tobacco sales	850	Multi-Tenant
Supercuts Hair Salon	780 E. Merritt island Cswy, #B	Hair salon	1313	Multi-Tenant
The New Sealift	3390 N. Courtenay Pkwy, Suite A	Sales/Marine Swim Platform Hydraulic Lifts for Power Boats	4,400	Multi-Tenant
Turnknett Complete Home Construction	606 Gladiola Drive	Residential Construction	75	Baker's Mini Storage Unit
Classic Home Care, LLC.	2235 N. Courtenay Pkwy, Suite 211	Nurse Registry – Staffing Agency for Home Care	250	Multi-Tenant Building
Hibiscus Dental P.A.	125 East Merritt Island Cswy., Suite #127	General Dentistry Office	1750	Multi-Tenant Building
Family Vision Center	228 S. Courtenay Pkwy.	Optometry Office	3100	.40
Indonesian Phil's Market	97 E. Merritt Ave	Asian Grocery	700	Multi-Tenant
Mentors Claims Group, LLC.	2460 N. Courtenay Pkwy., Suite 209	Adjustor	500	Multi-Tenant
NCP Group, LLC	2460 N. Courtenay Pkwy., Suite 209	Third Party Insurance claims	525	Multi-Tenant
Teaching Interventions Keeping Individuality, Inc.	130 N. Tropical Trail	Applied Behavior Analysis	300	Multi-Tenant
Discovery Dumpsters	490 Manor Dr. Units D & E	Dumpster Service	1218	.37
Merritt Island Outpatient Surgery Center LLC (Physicians Partners)	450 E. Merritt Island Causeway	Surgery Center	11,237	2.99
Pro Recovery LLC.	38 Rose St., Unit 15	Mold Remediation	50	Multi-Tenant
Sabatino Construction Group	625 E. Merritt Ave, Suite I	Construction Office	300	Multi-Tenant
Courtenay Marathon	3095 Courtenay Pkwy	Convenience Store with Gas	1,947	.69

VI. ECONOMIC IMPACT

In April 2017, the Merritt Island Redevelopment Agency commissioned an independent economic analysis firm, Closewaters LLC, to complete an Economic Impact Study. The purpose of the study was twofold:

- 1) Analyze the economic impact of the work of the Merritt Island Redevelopment Agency; and
- 2) Measure the economic impact of the Merritt Island Economy on all of Brevard County.

Significant key performance data about Merritt Islands economic impact are as follows:

- Merritt Island is a key Brevard County Economic Development Engine.
- Merritt Island ranks third in property tax contributions to Brevard County, compared to all other Brevard County Communities.
- 9% of the total ten year \$541 Million of Brevard County Property Tax Collections are generated on Merritt Island.
- 8% of the Small businesses in Brevard County, are situated on Merritt Island.
- \$10 million of funding to MIRA the past ten years has contributed in part, to our leveraging:
- \$962 Million in total tax contributions to Brevard County; and
- \$788K in Façade Grants leveraged an additional \$3.6 Million in private sector project investment.
- MIRA has also leveraged over 1.0 Million in other Grant Funding.

91% of all County Property Taxes come from Brevard County CRA supported communities.

93% of County Sales Tax comes from Brevard County CRA supported communities

The redevelopment role of MIRA, is substantially contributing to preservation of a sustainable tax base on Merritt Island. The Merritt Island tax base provides a significant portion of the Brevard County Budget.

PERFORMANCE

91% of all Brevard County Property Taxes come from Brevard County CRA supported communities.

Merritt Island ranks third in property tax contributions to Brevard County, compared to all Brevard County Communities.

VII. FINANCIAL REPORTS

In recent years (2017-2019), the Merritt Island Redevelopment Area TIF fund has experienced positive growth, building on trends in the Nation and Brevard County. Unfortunately, at the time of this writing, due to the influence of the Corona Virus on the Global, USA, State of Florida and Central Florida Region, there has been a sharp dip in economic activity.

The Merritt Island Redevelopment Agency audit shall be included in the 2018-2019 Brevard County Comprehensive Annual Financial Report (CAFR), and can be found at <http://www.brevardclerk.us/comprehensive-annual-financial-report> where MIRA is considered as a component unit part. Once the Brevard County 2018-2019 CAFR has been completed, it will be posted to the County's web site. A summary financial report, has been compiled below.

FINANCIAL REPORTS

Year Ending September 30, 2019

REVENUES

	FY 17-FY18	FY 18-FY 19
INTERGOVERNMENTAL TIF INCOME	\$1,124,578	\$1,236,665
INVESTMENT EARNINGS	\$28,888	\$102,551
MISCELLANEOUS		\$47
TOTAL GENERAL REVENUES	\$1,153,466	\$1,339,263

EXPENDITURES

TOTAL EXPENDITURES	\$278,047	\$382,485
FUNDS RESERVED FOR CAPITAL PROJECTS	\$2,248,632	\$3,200,066

BALANCE SHEET SUMMARY

Description	FY 17-18	FY 18-19
TOTAL ASSETS	\$2,248,632	\$3,200,066
Accounts Payable	\$12,147	\$6,803
Debt	\$0	\$0
TOTAL LIABILITIES	\$12,147	\$6,803
TOTAL NET POSITION	\$2,236,485	\$3,193,263

VIII. ECONOMIC AND REDEVELOPMENT CHALLENGES

At the time of this writing, it cannot go without being mentioned. According to an article prepared by the US Chamber of Commerce Staff, <https://www.uschamber.com/series/above-the-fold/quick-take-coronavirus-economic-impact>, the spread of the coronavirus is having significant implications for businesses around the globe. Brevard County, and Merritt Island will suffer from its fallout, at least for a certain period of time.

Chamber Staff writes “We are in uncharted territory when it comes to the economy. We have never shutdown the U.S. economy to the extent it is shuttered now. The uniqueness of the current situation makes economic forecasting little better than fancy guesswork, but that has not stopped some from trying.”

Some estimates of the economic shutdown see U.S. GDP dropping by as much as 40% in the second quarter. The average of estimates the Chamber is tracking is -12.4% for the second quarter. That -40% estimate is an outlier for now, but there is little doubt we are in the early stages of a severe contraction in economic activity.

The good news is that the economy will bounce back rapidly once people return to work and consumers start spending again. The sooner that happens the sooner we will recover as much of the growth we lost as possible.

And as we chared in our former Annual Report, not much has changed. The national retail industry is undergoing an enormous and swift challenge. There are an extensive number of retail establishments on Merritt Island. Nationally the digital shopping age is affecting all aspects of our lives, but the retail sector has been experiencing severe turbulence the last several years, source, ZD Net, Charles McLellan | July 3, 2019 -- 15:45 GMT (08:45 PDT) | Topic: Data: The Future of Business. There remain only 2 Sears stores in all of Florida. The fact that one of them is on Merritt Island, speaks to our relative market strength. Redevelopment survival will require adaptation, and reinvention, and bold redevelopment ideas, that serve as rapid responses to this changing market.

We continue to hear regular national news stories about store closures and job losses in traditional retail chains. The underlying dynamic isn't hard to identify: an accelerating shift away from in-store shopping towards e-commerce, particularly via mobile devices (a.k.a. m-commerce). Amazon has been

the the trend setter, and now Walmart is joining in. Even grocery shopping, and prepared food deliveries are undergoing change in the digital age.

Major retail complexes in certain markets all over the US are being hammered by store closures sweeping the country. In 2017, more than 6,400 stores closed and another 3,600 were expected to shutter in 2019. According to a report from Credit Suisse, this will result in 20% to 25% of malls closing in the next five years. Despite these pressures, thus far, Merritt Square Mall, has been able to retain its four key retail anchors, and the Merritt Island SR 520/SR3 corridors remain home to several national chain restaurants, banks, and retailers, as well as a multitude of local restaurants, retailers, and service businesses.

Aside from the retail trends of the digital age, for over ten years there has been a trend away from Malls, towards, more traditional community oriented, mixed use retail, residential, and recreational focused place making developments.

The principals of placemaking have the potential to transform distressed properties and public spaces into vibrant community assets where people shop, work, live, recreate and congregate adding vitality to the community. Economic development strategies have been shifting to where economic developers now acknowledge the value of place making redevelopment in providing a competitive edge to attract and retain a talented work force.

In recent years there has been a growing recognition that placemaking matters in creating healthy, prosperous communities where people want to live, work, play, shop, and learn. Placemaking generates more than just social outcomes for the community. It also generates economic benefits and is a complementary strategy to aid workforce development.

The future is undetermined, however our Redevelopment Plan, and pending initiatives, will hopefully serve to prepare us to adapt to an uncertain future and changing conditions and engage in more placemaking oriented redevelopment efforts.

According to an Urban Land Institute (ULI) Research report, source - Sisson. Patrick- Curbed.Com, The 10 Top Emerging Trends that will Shape Real Estate in the coming years, retrieved from:

<https://www.curbed.com/2017/10/26/16554900/real-estate-trends-housing-affordability-urban-development>, experts may argue about the true depth of the retail apocalypse, but there's no denying retail real estate is undergoing a fundamental shift. While U.S. retail sales continue at a long-term annual growth rate of 4 to 4.5 percent, many stores struggle as foot traffic declines, e-commerce rises, and generational and consumer shifts change expectations of the shopping experience.

ULI researchers offer five trends shaping the future of retail real estate: department store deconstruction and obsolescence, overall retail industry maturity, fundamental changes in apparel manufacturing, changes in consumer demographics and preferences, and advances in retail technology, including e-commerce. There's still plenty of capital and investment in this mostly healthy sector, the report notes, and brick-and-mortar will remain dominant in distribution. But investors and landlords need to adapt and consider ways to update their spaces and strategies in a fast-moving environment. For MIRA, this opens up new opportunities and tremendous challenges, how we facilitate, accommodate, and catalyze redevelopment in alignment with these new trends, in our redevelopment area.

Another major local real estate trend, which MIRA is currently facing is the relocation of major automobile dealerships from Merritt Island to the Interstate 95/SR 520 area. In 2018 Mike Erdman Auto Group relocated its Toyota and Nissan Dealerships to the State Road 520/I-95 Interchange area, and others are following the market trend, leaving an enormous amount of commercial space available for redevelopment in our core retail areas. This may have a negative economic impact on the tax base, and for small businesses in the area, serving the automobile dealerships, and their clients, until such time, these vacated properties, have been repurposed and redeveloped.

In the midst of these challenges, Merritt Island potentially has a transformational project on the horizon. That being in the form of the up and coming recently announced Health First \$300 Million Medical Wellness Village and Hospital, in the planning and design stages for construction on Merritt Island to start in 2020.

The Merritt Island Redevelopment Agency will continue to look to the future, and adapt to market trends, facilitate for those in need, and to the furthest extent possible create strategies for successful redevelopment of our core areas.



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.12

4/21/2020

Subject:

Approval of Budget Change Requests

Fiscal Impact:

Dept/Office:

Budget

Requested Action:

It is requested that the Board of County Commission review and approve the attached Budget Change Requests.

Summary Explanation and Background:

In accordance with the Budget and Financial Policy (BCC-21), the attached budget change requests are being submitted for review and approval by the Board of County Commissioners.

Clerk to the Board Instructions:

Maintain necessary documents for records retention.



Budget Change Request (Form BCC-114)

Brevard County Budget Office

Fund: 1131-Road & Bridge MSTU - District 1

Department: Public Works Department

Date: 4/7/2020

Program: R&B DISTRICT 1 MSTU

Type of Request: Line Item Transfer

Revenue Change:

Expenditure Change:

Operating Expenses

(\$135,000)

CIP

\$135,000

Total: \$0

Total: \$0

Justification:

This Budget Change Request is a line item transfer from Operating to Capital for the Sunset Ave Paving/Drainage project. This project was initially budgeted in FY 2015-2016 as a maintenance project; however, it has since become a capital project due to new pipe being installed for drainage purposes. This BCR will assign the funded program number, and will ensure accurate project tracking and capitalization.

Alternative:

Without this BCR, the funds will not be appropriately budgeted within the funded program.

SAP Document Number:

50014694

Approval:

LXROAN

Approved

03/27/2020

TMTHOMAS

Approved

03/27/2020

CKGUMM

Approved

03/27/2020

KAWALL

Approved

03/31/2020

JJHAYES

Approved

03/31/2020

JDENNINGHOFF

Approved

04/01/2020

FBABBATE

Approved

04/01/2020

APPROVED IN REGULAR SESSION
BOARD OF COUNTY COMMISSIONERS

THIS ___ DAY OF _____ 20__

Scott Ellis, Clerk

BY: _____ D.C.

**Budget Change Request (Form BCC-114)****Brevard County Budget Office****Fund:** 1160-LOGT/Engineer Projects Management**Department:** Public Works Department**Date:** 4/7/2020**Program:** ROAD CONSTRUCTION SERVICES**Type of Request:** Line Item Transfer**Revenue Change:****Expenditure Change:**

Operating Expenses (\$167,436)

CIP \$167,436

Total: \$0**Total:** \$0**Justification:**

This Budget Change Request is a line item transfer from Operating to Capital for the Sunset Ave Paving/Drainage Project. This project was initially budgeted in FY 2015-2016 as a maintenance project; however, it has since become a capital project due to new pipe installation for drainage purposes. This BCR will assign the funded program number, and will ensure accurate project tracking and capitalization.

Alternative:

Without this BCR, the funds will not be appropriately budgeted within the funded program.

SAP Document Number:

50014691

Approval:

LXROAN

Approved

03/26/2020

TMTHOMAS

Approved

03/30/2020

CKGUMM

Approved

03/31/2020

KAWALL

Approved

03/31/2020

JJHAYES

Approved

03/31/2020

JDENNINGHOFF

Approved

04/01/2020

FBABBATE

Approved

04/01/2020

APPROVED IN REGULAR SESSION
BOARD OF COUNTY COMMISSIONERS

THIS ___ DAY OF _____ 20__

Scott Ellis, Clerk

BY: _____ D.C.



Budget Change Request (Form BCC-114)
Brevard County Budget Office

Fund: 4153-Water Res Capital Improvement Program

Department: Utility Services Department

Date: 4/7/2020

Program: COUNTY CAPITAL

Type of Request: Line Item Transfer

Revenue Change:

Expenditure Change:

CIP	\$125,000
CIP	(\$125,000)

Total:

\$0

Total:

\$0

Justification:

This change is needed because the South Beaches EQ Basins Improvement project's lowest bid came in higher than the engineer's estimate. Funds will be moved from the South Beaches High Service Pumps project. Sufficient funds remain in the South Beaches High Service Pumps project to complete closeout.

Alternative:

Project can not be awarded.

SAP Document Number:

50014697

Approval:

ESWANKE

Approved

03/31/2020

EGFONTANIN

Approved

03/31/2020

CLROLLYSON

Approved

03/31/2020

JJHAYES

Approved

03/31/2020

JDENNINGHOFF

Approved

04/01/2020

FBABBATE

Approved

04/01/2020

APPROVED IN REGULAR SESSION
BOARD OF COUNTY COMMISSIONERS

THIS ____ DAY OF _____ 20__

Scott Ellis, Clerk

BY: _____ D.C.



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.13.

4/21/2020

Subject:

Precinct Boundaries - Altered
(Chapter 101.001 (1) F.S.)

Fiscal Impact:

n/a

Dept/Office:

Lori Scott, Supervisor of Elections

Requested Action:

Recommended that the Board approve the revised Precinct boundaries due to annexations by the cities of West Melbourne, Melbourne, Rockledge, and Cocoa.

Summary Explanation and Background:

1. West Melbourne Ordinance 2019-20. No registered voters affected.
2. Melbourne Ordinance 2019-56. No registered voters affected.
3. Rockledge Ordinance 1758-2019. No registered voters affected.
4. Cocoa Ordinance 24-2019. No registered voters affected.
5. Melbourne Ordinance 2020-01. 1 registered voter affected.
6. Melbourne Ordinance 2020-04. 6 registered voters affected.
7. Melbourne Ordinance 2020-07. 2 registered voters affected.
8. Rockledge Ordinance 1759-2019. 9 registered voters affected.

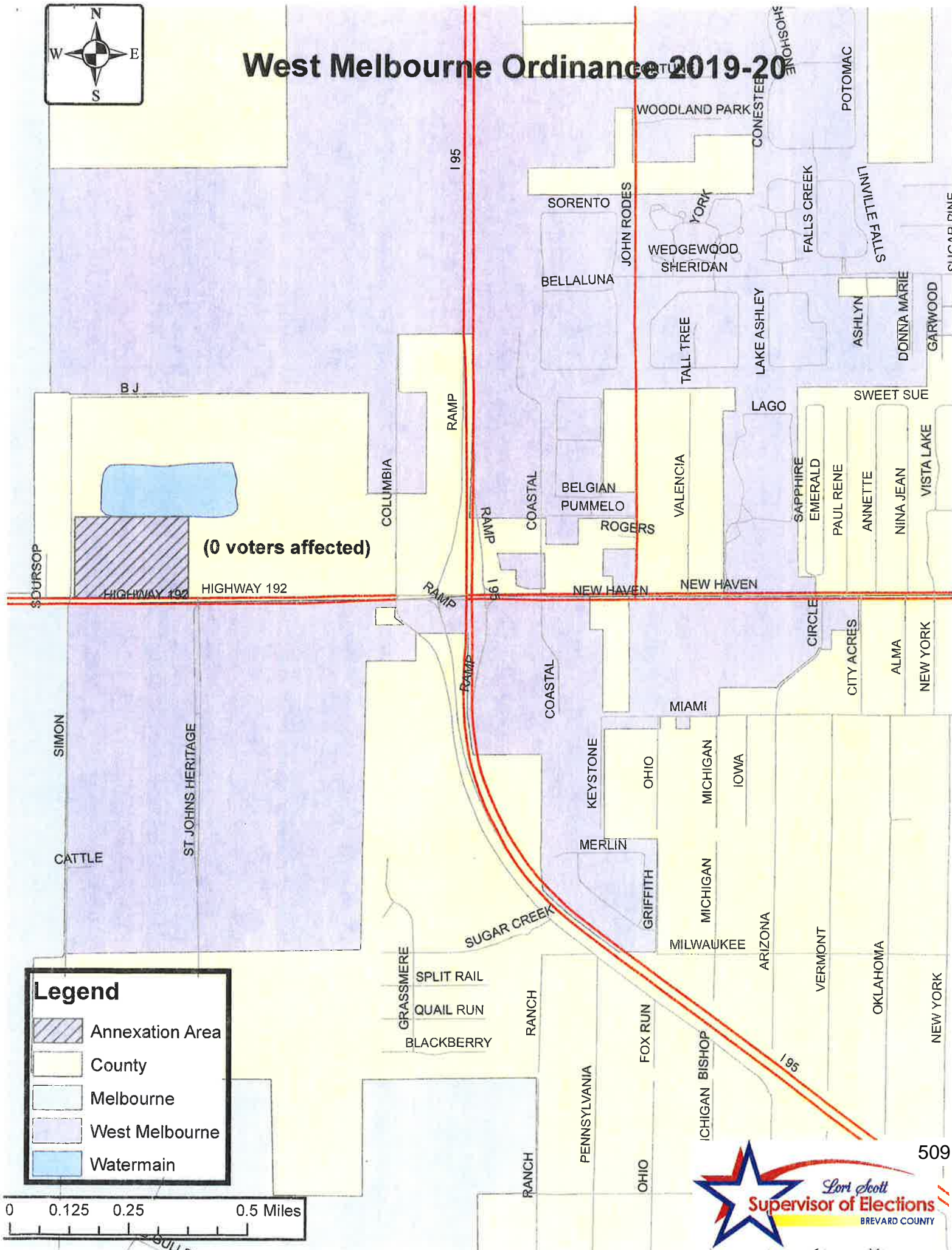
Clerk to the Board Instructions:

Attachment A and maps

ATTACHMENT "A"

City	Ord #	Effective Date	Out of PCT	In to PCT	# Voters
West Melbourne	2019-20	12/3/2019	504	503	0
Melbourne	2019-56	12/23/2019	427	422	0
Rockledge	1758-2019	12/28/2019	412	438	0
Rockledge	1759-2019	12/28/2019	435	442	9
Cocoa	24-2019	1/8/2020	135	131	0
Melbourne	2020-01	2/24/2020	407	414	1
Melbourne	2020-04	2/24/2020	511	507	6
Melbourne	2020-07	2/24/2020	426	422	2
Total Voters Affected					18
County Precincts Affected					8
City Precincts Affected					8

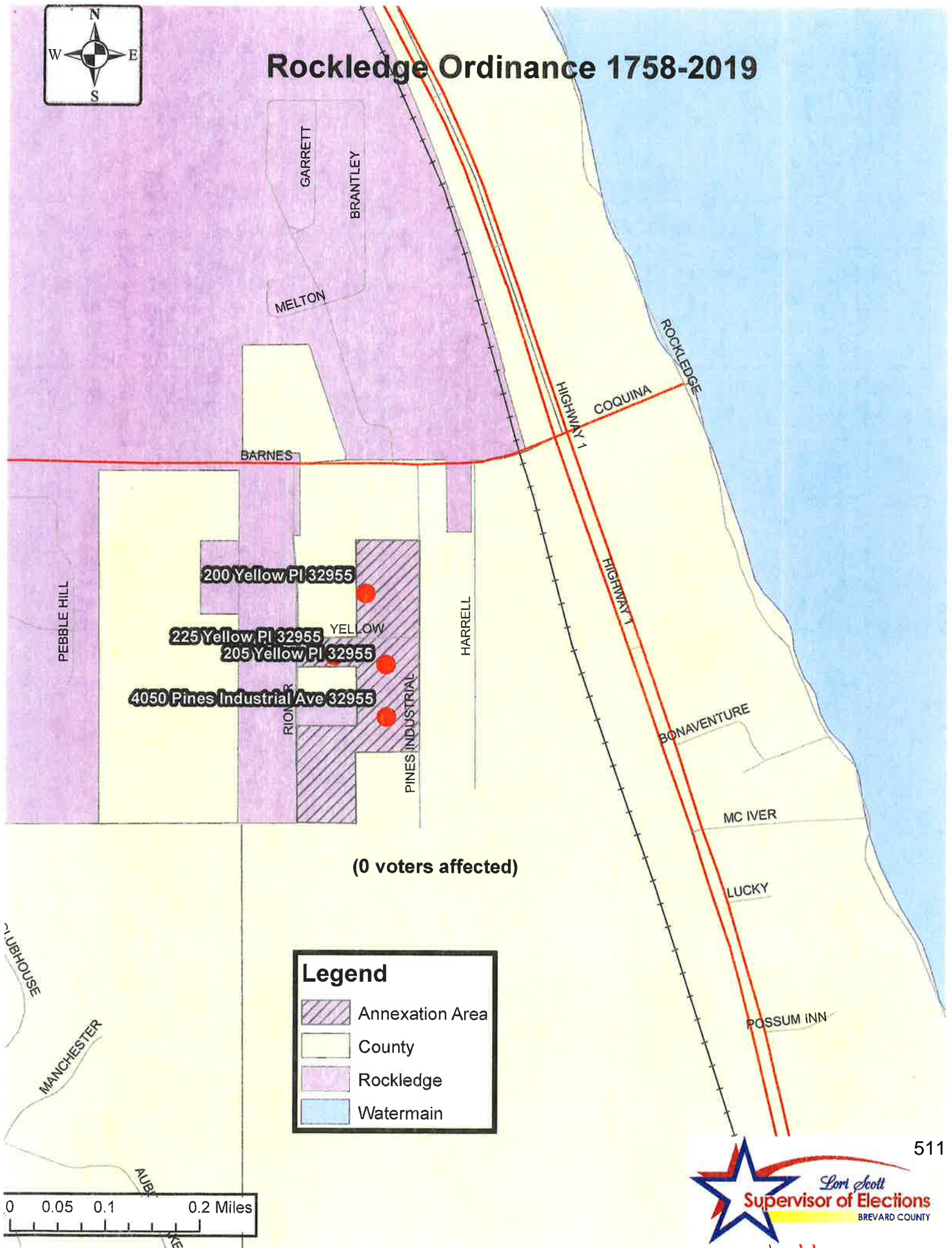
West Melbourne Ordinance 2019-20







Rockledge Ordinance 1758-2019






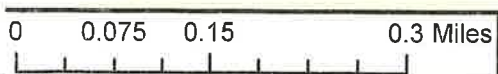


Cocoa Ordinance 24-2019



Legend

-  Annexation Area
-  County
-  Cocoa





Melbourne Ordinance 2020-01

CLOVER

STEWART

CROFTWOOD

GLENWOOD

HOBBY

JULIA

2074 Stewart Rd 32935

(1 voter affected)

PALMWOOD

DIAMOND

PALMETTO

HOOT OWL

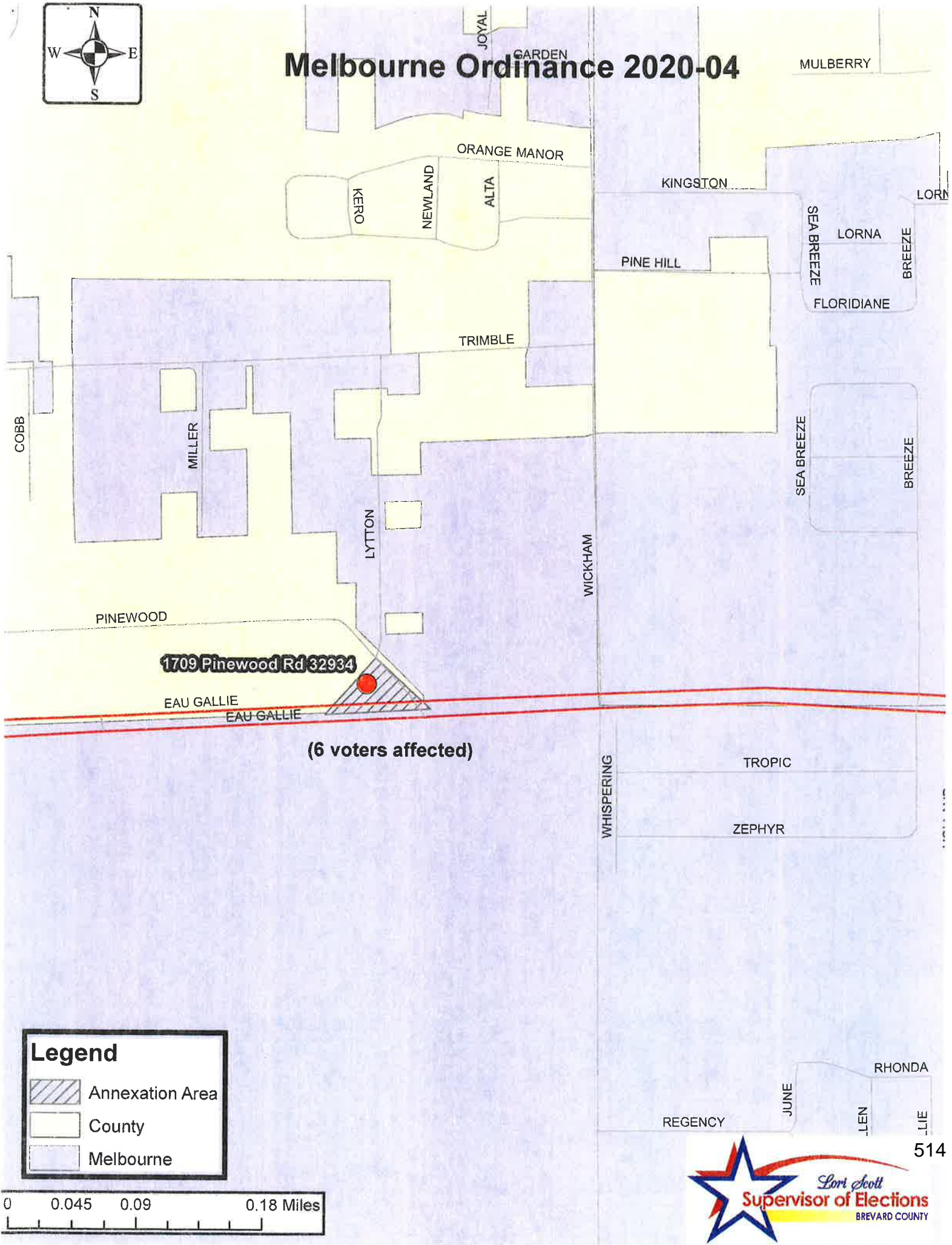
Legend

-  Annexation Area
-  County
-  Melbourne

0 0.0225 0.045 0.09 Miles



Melbourne Ordinance 2020-04





WASHINGTON

195

PAINTER

PARKWAY

HIDDEN LAKES

EL DORADO

PINTO

4506 Mustang Rd 32934

MUSTANG

(2 voters affected)

:AU NA

195

LORA

WALLOCK

SHELL WOOD

LAKEMONT

LAKEHILL

LAKEGLEN

Legend



Annexation Area

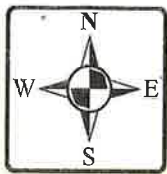


County



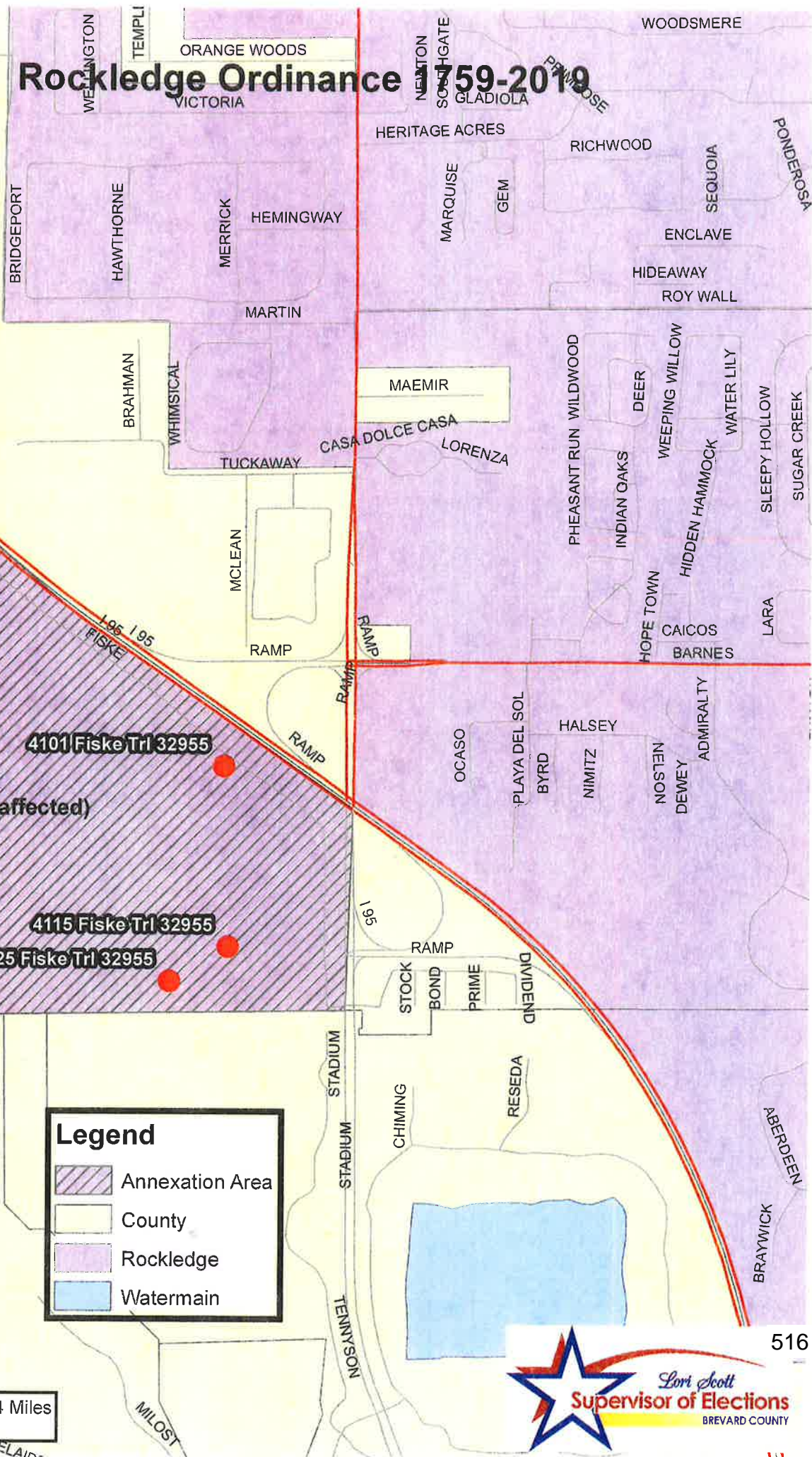
Melbourne





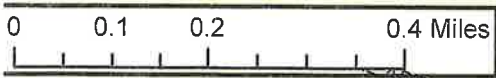
ROCK LAKE

Rockledge Ordinance 1759-2019



Legend

- Annexation Area
- County
- Rockledge
- Watermain



516



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.14.

4/21/2020

Subject:

Request for Approval, Re: CareerSource Brevard- Local Plan 2020-24; Memorandum of Understanding Chief Elected Official; Memorandum of Understanding/Infrastructure Funding Agreement & Addendum One-Stop Operator

Fiscal Impact:

Dept/Office:

Brevard Workforce Development Board dba CareerSource Brevard

Requested Action:

The Brevard County Board of County Commissioners is requested to review, approve and authorize the Chair to execute the following documents: (1) 4-year Local Plan (2020-24) developed by CareerSource Brevard for submission, review and acceptance by CareerSource Florida (CSF); (2) Memorandum of Understanding for Chief Elected Official; (3) Memorandum of Understanding/Infrastructure Agreement for the One-Stop Center System, and (4) Addendum for the One-stop Operator C2 Global Professional Services.

Summary Explanation and Background:

All of the listed documents are required by the Workforce Innovation and Opportunity Act of 2014 (WIOA) for CareerSource Brevard as the Local Workforce Development Board (LWDB). WIOA requires that the Brevard County Board of County Commissioners serving in the capacity as chief elected official to review, approve and execute each document. A summary of each document is as follows:

- 1. CareerSource Brevard- Local Plan 2020-24** - Title I of the Workforce Innovation and Opportunity Act (WIOA) requires each local workforce development board (LWDB) to develop and deliver to the state a comprehensive four-year plan, to be submitted in partnership with the chief elected official. Regulations require LWDBs to periodically revisit and recalibrate plan strategies in response to changing economic conditions and workforce needs. Local elected officials, local workforce development board members, core program partners, and mandatory one-stop partners are an integral part of the process. The plan will be effective July 1, 2020 - June 30, 2024 and includes: Organizational Structure, Analysis of Need and Available Resources, Local Workforce Development Area Vision and Strategic Goals, Coordination of Services, Description of the Local One-Stop System and Description of Program Services. Revisions in this plan include: Changes to the Board of Directors, Key Industry Sectors & Sector Strategies, New and Emerging Occupations, Status of WIOA Partners, Description of *"Demand-Driven - Solutions Based Model"*, Unemployment Data, Inclusion of new programs and services. The plan approved by the CareerSource Brevard Board of Directors on 2/20/2020 and was electronically submitted to CSF on 03/16/2020 per the instructions. Once the Board of County Commissioners approves the document it is considered complete.

517

- 2. Memorandum of Understanding for Chief Elected Official (CEO)** - This MOU provides the details of the relationship between the County serving as the CEO and CareerSource Brevard (CSB). This agreement explains the role of the CEO which includes designation of CSB as the fiscal agent, sub-grant recipient. It includes how the planning, board member appointments, budget approval, auditing & monitoring, approval of one-stop/career center operator and local performance is handled. This MOU also delegates to the County Manager or his designee to represent the CEO on the CSB Board of Directors, approval of quarterly budget updates, financial, budget compliance and board membership documents, execution of planning documents which are time sensitive with later ratification by the CEO and approval of local performance. This document also indicates how CSB will mitigate the CEO's liability under WIOA Section 107 by use of CSB corporate resources and assets to insulate the CEO from all claims arising from misuse of grant funds, disallowed costs, damage, negligence or omissions. This mitigation also includes CSB's requirement that all contracted operators be responsible for such costs.
- 3. Memorandum of Understanding & Infrastructure Funding Agreement (Agreement)** - WIOA requires that the one-stop system include mandated partners and that those partners pay a portion of the cost of infrastructure and non-personnel costs such as rental of facilities, utilities, maintenance and technology. Mandated partners include Florida Department of Education Vocational Rehabilitation and Division of Blind Services, AARP Foundation for the Senior Community Services Employment Program Eastern Florida State College (Perkins) School Board (Adult Ed) and the Community Services Block Grant as operated by Brevard County Housing and Human Services. Each mandated partner must have an Agreement that establishes a fair share contribution to the system. WIOA requires that the Board of County Commissioners be a party to the Agreements. The Board of County Commissioners must execute the Agreement and the attached templates for the mandated partners. All of the Agreements will be contained in the 4 year plan when fully executed.

Addendum for the One-stop Operator C2 Global Professional Services (C2) - CareerSource Brevard has previously competitively procured and contracted with C2 to operate the one-stop system and to provide career services. The Board of County Commissioners has previously approved C2 as the operator and career services provider for Brevard County. As the WIOA rules and regulations have developed, there is now a need for the Board of County Commissioners to review and execute this addendum to CareerSource Brevard's agreement with C2. This addendum sets out the required firewalls and internal controls to prevent conflicts of interest. The addendum specifies the activities that C2 will not be involved in such as procurement, policies, local planning, providers, local performance and budgeting. The Board of County Commissioners must execute this document for CareerSource Brevard to be in compliance with WIOA provisions. (Contact: Marci Murphy, President, (321-394-0700)(mmurphy@careersourcebrevard.com)
<<mailto:mmurphy@careersourcebrevard.com>>

Clerk to the Board Instructions:

Please provide executed copies with signatures for documents 1,2,& 3

Mail to mmurphy@careersourcebrevard.com <<mailto:mmurphy@careersourcebrevard.com>>

ADDENDUM ONE-STOP OPERATOR FOR WORKFORCE SERVICES

Whereas, this addendum is required by Workforce Innovation and Opportunity Act (WIOA), and is made and entered into by and between the Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard (hereinafter referred to as "CareerSource"), C2 Global Professional Services, LLC (hereinafter referred to as "C2 GPS") and the Brevard County Board of County Commissioners (hereinafter referred to as "Chief Elected Official"), and;

Whereas, each of the parties to this addendum serve distinct roles under WIOA, with CareerSource serving as the Local Workforce Development Board (LWDB), as fiscal agent, grant recipient and administrative entity, with C2 GPS serving as the contracted one-stop (Career Center) operator and provider of career services and the Chief Elected Official providing local approval authority, and;

Whereas, CareerSource developed a detailed Scope of Work for the services to be provided in the Brevard County LWDB One-Stop Service Delivery System region; and

Whereas, CareerSource properly procured the services of a One-Stop Operator and Career Services Provider under one procurement; and

Whereas, CareerSource negotiated and entered into one (1) contract with C2 GPS on July 1, 2017 to provide One-Stop Operator and Career Services under WIOA; and

Whereas, the addendum is developed to promote transparency where C2 GPS is providing multiple functions in the local one-stop system according to the detailed Scope of Work in the contract; and

Whereas, pursuant WIOA: Section 679.430, which specifically addresses the relationship between an Operator and Service Provider and the need for internal controls to prevent conflicts of interest, Section 678.620, in response to comments, the Department of Labor stresses the importance of appropriate firewalls between service provision staff and oversight of the system, and Section 678.625 that indicates that specific policies and procedures are to be written and incorporated as standard protocols that address the oversight, monitoring, evaluation of performance for both the Operator and Service Provider; and

NOW, THEREFORE, the parties to this agreement hereby acknowledge and affirms the following:

- **C2 GPS will not:**

- Be involved in the development of procurement documents or any part of the procurement and selection process as it relates to the Operator, Career Services, Youth Services or any other procurement where C2 GPS may have a perceived or real interest;
- Establish or implement policies or practices that create impediments to service providers to properly assist individuals or that creates an advantage to the C2 GPS Career Services programs over any other partner program (e.g. preference for referrals for services);
- Convene system stakeholders to assist in the development of the Local plan;
- Prepare and submit local plans (as required under sec. 107 of WIOA);
- Provide oversight of itself as either the Career Services Provider or the One-Stop Operator;
- Select or terminate one-stop operators, career services and youth providers;
- Negotiate local performance accountability measures on behalf of the local area and the State of Florida or on behalf of other service providers;
- Develop and submit a budget for activities of the Local WDB in the local area.

• **C2 GPS will:**

- Confirm that it takes seriously the conduct of team members/employees which requires prompt reporting of violations of the Code of Conduct, proper disclosure and accountability;
- Commits to notifying CareerSource immediately should an apparent or real conflict of interest come to the attention of managers and supervisors;
- Follow the C2 GPS Code of Ethics which was created to set standards for and promote honesty, ethical conduct, compliance and avoidance of actual/apparent conflicts of interest;
- Train new employees on Code of Ethics upon hire and for all employees every two years;
- Confirm the Code of Ethics training by having employees submit written agreement to the terms of the Code of Ethics every two years;
- Ensure Designee utilizes the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by C2 GPS during the term of the Addendum and shall expressly require any subcontractors performing work or providing services pursuant to the Addendum to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Addendum term;

IN WITNESS WHEREOF, C2 GPS, CareerSource and the CEO have caused this Agreement to be signed by their authorized officers on the day and year first set forth below:

**Brevard Workforce Development Board
Inc.**

Marci Murphy 4/13/2020
Marci Murphy, President Date

C2 Global Professional Services, LLC

Chakib Chehadi 4/14/20
Chakib Chehadi, CEO Date

Brevard County Board of County Commissioners

Bryan Lober, Chair

Attest: Scott Ellis, Clerk

(As approved by Board of County Commissioners on 04/21/2020)

CareerSource Brevard



LOCAL PLAN

2020-2024



Local Workforce Development Area 13

Tel 321-394-0700
Fax 321-504-2065

297 Barnes Blvd.
Rockledge, FL 32955

Careersourcebrevard.com
dlusk@careersourcebrevard.com

Date Submitted: March 16, 2020

Plan Contact: Don Lusk, Vice President, Operations (Direct Dial- 321-394-0506)

TABLE OF CONTENTS

INTRODUCTION.....	1
KEY DATES.....	4
PUBLIC COMMENT PROCESS.....	4
FLORIDA'S VISION FOR IMPLEMENTING THE WORKFORCE INNOVATION AND OPPORTUNITY ACT	5
ORGANIZATIONAL STRUCTURE.....	6
ANALYSIS OF NEED AND AVAILABLE RESOURCES	14
WORKFORCE DEVELOPMENT AREA VISION AND STRATEGIC GOALS.....	40
COORDINATION OF SERVICES	53
DESCRIPTION OF THE LOCAL ONE-STOP SYSTEM.....	78
DESCRIPTION OF PROGRAM SERVICES	90
ATTACHMENTS.....	125
SIGNATURE PAGE	126

INTRODUCTION

The bipartisan passage of the federal Workforce Innovation and Opportunity Act of 2014 (WIOA), requests local workforce development entities to “improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of businesses and enhance the productivity and competitiveness of the Nation.” Each year, thousands of Brevard County residents use our local workforce system seeking new jobs, higher wages, greater skills, and prosperous futures. With the help of career counselors, business liaisons, job developers, sector strategists, other training professionals, and service providers, many begin new career pathways, undergo skills training, and embark on career-focused education from high school to postsecondary certificates and degrees. Still others begin apprenticeships, or enter the workforce through targeted on-the-job training and other forms of work-based learning. Some come to the system with barriers, such as physical or mental disabilities. Others face life challenges, such as poverty or cultural and language differences. Many are dislocated workers from life-long careers and simply need a new start. The majority enter the system largely ready for work; however need help with resume writing, career direction, and job search assistance.

At the same time, businesses seek capable workers who can enhance their capacity and competitiveness; workers who are willing and able to learn new skills in a rapidly changing economy. Businesses and workers are at the heart of the local workforce system. Even before WIOA, CareerSource Brevard (CSB) has long worked together with partners and programs to improve outcomes and evaluate results on behalf of these two key customers. Since the passage of WIOA, CareerSource Brevard has the opportunity to bring greater alignment, and to build on our many previous successes.

CareerSource Brevard is excited about new opportunities to continue to enhance and expand workforce services. We believe an engaged and invested business community will provide additional resources to help fill existing gaps through targeted training opportunities that help create a better skilled workforce. This will give workers a clearer pathway to higher paying jobs; and businesses a more direct connection to a talent pipeline of qualified candidates. To help accomplish this, CareerSource Brevard has been instrumental in working with local employers to develop programs that meet their labor demands.

This four-year plan submitted by CareerSource Brevard under WIOA has been developed with the local workforce development board (LWDB) and, in partnership with the local chief elected official (Brevard County Board of County Commissioners).

The WIOA four-year plan is effective July 1, 2020 – June 30, 2024. The planning process requires that workforce boards regularly revisit and recalibrate plan strategies in response to changing economic conditions and workforce needs of the state (20 CFR, Unified and Combined Plans Under Title I of the Workforce Innovation and Opportunity Act, §676.135). The process for gathering information from stakeholders includes, a, workforce board meetings, board presentations and strategic communications with targeted community stakeholders. In addition, the local board made the plan available through electronic and printed copy (when requested) to ensure transparency to the public.

CareerSource Brevard feels that it is important to ensure that stakeholders and persons reading this document understand that WIOA provides an excellent roadmap for where CareerSource Brevard and other local workforce systems need to focus. Workforce Boards must follow the WIOA roadmap however there are ample opportunities and flexibility to adjust based on the regulations provided at both the State and Federal level. As such, we see this plan as a roadmap with opportunities for change as necessary to meet the intent of the law and changing local conditions. This plan addresses current and future strategies and efficiencies and focuses on the continuous improvement of the local workforce system and customer service excellence aligned with business and market-driven principles.

CareerSource Florida (CSF) in cooperation with The State of Florida Department of Economic Opportunity (DEO) have issued instructions which require all Local Workforce Development Boards (LWDB) in Florida, including CareerSource Brevard (CSB) to submit a four year plan (July 1, 2020 – June 30, 2024.). This local planning requirement is critical for the State of Florida to be in compliance with the United States Department of Labor (USDOL) Workforce Innovation Opportunity Act (WIOA) regulations and to receive federal funding. WIOA encourages an enhanced, integrated system by including new core programs in its planning and performance requirements. In addition to WIOA, the plan includes the workforce components such as Job Corps, Wagner-Peyser Act, Veterans Services, Migrant and Seasonal Farmworker (MSFW) and Trade Adjustment Assistance (TAA), Welfare Transition (WT)/Temporary Assistance to Needy

Families (TANF) and Supplemental Nutritional Assistance Program (SNAP) programs. The local plan is “tailored specifically to local needs”.

WIOA encourages an enhanced, integrated system by including new core programs in its planning and performance requirements. This plan includes coordinated service delivery with the core programs of Vocational Rehabilitation, Blind Services and Adult Education. This plan is based on the current and projected needs of the workforce investment system, placing an increased emphasis on coordination and collaboration at all levels to ensure a seamless system for job seekers, including but not limited to those with disabilities, others with barriers, and employers. This plan includes identification of the education and skill needs of the workforce and employment needs of the local area and includes an analysis of the strengths and weaknesses of services to address these identified needs. This includes the best available information or evidence of effectiveness and performance as well as a plan to improve the effectiveness of such programs. Proven promising practices are a part of the local vision. This plan provides a complete view of the system-wide needs for Brevard County. The plan addresses how the Local Workforce Development Board (LWDB) will foster strategic alignment, improve service integration and ensure that the workforce system is industry-relevant, responding to the economic needs of the local workforce development area and matching employers with skilled workers. The local plan must lead to greater efficiencies by reducing duplication and maximizing financial and human resources. These plan guidelines require LWDBs to align with CareerSource Florida’s business and market-driven principles to be the global leader for talent. These principles include:

- Increasing the prosperity of workers and employers
- Reducing welfare dependency
- Meeting employer needs
- Enhancing productivity and competitiveness

KEY DATES

Description of Key Date	Date
30 Day Comment Period Begins	February 3 ,2020
Board of Directors Approval of Plan	February 20,2020
30 Day Comment Period Ends	March 3, 2020
Submission of Local Plan to CSF	March 16, 2020
Approval by Brevard County Board of County Commissioners	April 7, 2020
Submission of Signatures and Applicable Attachments to CSF	April 21, 2020
Local Plans Approved by CSF	June 4, 2020
WIOA Program Year 2020 Begins	July 1, 2020

PUBLIC COMMENT PROCESS

Public Comment and involvement is critical to building a planning document that is reflective of the community we serve. The public comment period began on 2/3//2020 and ended on 3/03/2020. The notice of the plan for comments was published on the CareerSource Brevard webpage, notices to key stakeholders of the availability of the plan for comment was provided and the Board of Directors had the opportunity to review and comment at a regular meeting conducted on 02/20/2020. Prior to the date on which the local board submits a local plan, the following was accomplished in order to ensure public access:

- (1) Make copies of the proposed local plan available to the public through electronic and other means, such as public hearings and local news media (WIOA §108(d)(1)).
Posted on website, forwarded to 3 Brevard Regional Libraries.
- (2) Provide a 30-day period for comment on the plan before its submission to CareerSource Florida, Inc., beginning on the date on which the proposed plan is made available, prior to its submission to the Governor (WIOA §108(d)(2)).
The public comment period is Feb 3 through March 3, 2020.
- (3) Provide a description of the process used by the board to obtain input and comment by representatives of businesses and labor organizations for the development of the plan (WIOA §108(d) (2)).
Board of Directors which is business lead reviewed and approved.
- (4) Describe efforts to coordinate with other workforce partners to obtain input into the development of the plan.
Sent an e-mail with a link to plan to workforce partners asking for comments.
- (5) Include, as an attachment with the plan to the Governor, any comments expressing disagreement or offering recommendations for continuous improvement, the LWDB's response to those comments, and a copy of the published notice (WIOA §108(d)(3)).
No public comments were offered during the public comment period.

FLORIDA'S VISION FOR IMPLEMENTING THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

Through the implementation of the Workforce Innovation and Opportunity Act (WIOA), CareerSource Brevard will have a business-led, market-responsive, results-oriented and integrated workforce development system. The enhanced system will foster customer service excellence, seek continuous improvement and demonstrate value by enhancing employment opportunities for all individuals. The vision will include focused and deliberate collaboration among education, workforce and economic development networks while maximizing the competitiveness and productivity of the workforce, thus increasing economic prosperity. CareerSource Brevard encompasses Florida's strategic vision for WIOA implementation which will be realized by accomplishing these three goals:



- Enhance alignment and market responsiveness of workforce, education and economic development systems through improved service integration that provides businesses with skilled, productive, and competitive talent and the residents of the East Central Florida region with employment, education, training and support services that reduce welfare dependence and increase opportunities for self-sufficiency, high-skill and high-wage careers and lifelong learning.
- Promote accountable, transparent and data-driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence, leads to the identification and replication of best practices and empowers an effective and efficient workforce delivery system.
- Improve career exploration, educational attainment and skills training for in-demand industries and occupations for Florida youth that lead to enhanced employment, career development, and credentialing and post-secondary education opportunities.

ORGANIZATIONAL STRUCTURE

(1) Chief Elected Official(s)

- A. Identify the local area chief elected official(s) by name, title, mailing address, phone number and email address.



Commissioner Bryan Lober, Chair
Brevard County Board of County Commissioners c/o

Frank Abbate, County Manager
 2725 Judge Fran Jamieson Way, Bldg. C
 Viera, FL 32940
 Fax: (321) 633-2115
 Phone: (321) 633-2001
 E-mail: frank.abbate@brevardcounty.us
(Chairman changes annually)

- B. CareerSource Brevard is a single county local workforce board encompassing the geographic boundaries of Brevard County. The local area includes only the Brevard County Board of County Commissioners and is the unit of general local government in accordance with WIOA sec. 107(c)(1)(B). The Chief Elected Official (CEO) agreement specifies the roles and responsibilities of CareerSource Brevard and the Brevard County Board of County Commissioners as the CEO.
- C. The current CEO agreement is an Attachment to this Plan.
- D. The current by-laws are established by chief elected official to address the criteria contained in §679.310(g) of the WIOA regulations. A copy of the current by-laws can be found on the CareerSource Brevard website at <https://careersourcebrevard.com/wp-content/uploads/2017/01/By-laws-Updated-2018.pdf>. At a minimum, the by-laws must include:
- The nomination process used by the chief elected official to elect the local board chair and local board members; (Included)
 - The term limitations and how term appointments are staggered to ensure only a portion of memberships expire in each year; (Included)
 - The process to notify the chief elected official of a board member vacancy ensuring a prompt nominee; (Included, but this note of clarification is provided - *In addition, the process by which the CEO shall be notified of Board Member vacancies will include notifying the County Manager via e-mail, in-person meeting or other written correspondence including agenda reports created for the board appointment process.*)

- iv. The proxy and alternative designee process used when a board member is unable to attend a meeting and assigns a designee per requirements at §679.110(d)(4) of the proposed WIOA regulations; (Note of clarification is provided - *CareerSource Brevard will follow the requirements listed in 20 CFR 679.310 which states that “proxy and alternative designee process that will be used when a WDB member is unable to attend a meeting and assigns a designee as per the following requirements:*
 - (i) *If the alternative designee is a business representative, he or she must have optimum policy-making hiring authority.*
 - (ii) *Other alternative designees must have demonstrated experience and expertise and optimum policy-making authority.**Designees of Directors who are in attendance at any Board or Executive Committee meeting shall not be considered in establishing a quorum, nor shall such Designees exercise a vote. Designees of Directors and non-board members that serve as members of the Governance/Finance, Career Center, Industry Workforce Committees and other Ad Hoc Committees, are considered for a Quorum.”*)
- v. The use of technology, such as phone and web-based meetings used to promote board member participation; (Included)
- vi. The process to ensure board members actively participate in convening the workforce development system’s stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities; and, (Note of clarification is provided - *The committee structure to the Board of Directors meetings process and the ad hoc process provides much opportunity for active participation by all including stakeholders, board members, employers and workforce supporters.*)
- vii. Any other conditions governing appointments or membership on the local board. (Included)





E. Provide a description of how the CEO was involved in the development, review and approval of the plan.

The CEO designates through the agreement, the County Manager (or Designee) to serve on the Board of Directors and selected committees. In addition, the County Manager has designated county staff to attend the committee meetings. The LWDB develops strategic plans including goals, objectives, and strategies for each committee and status reports are provided to each committee on a quarterly basis. Committee goals are compiled into one document that is shared with and approved by the Board of Directors as needed. The CEO designee has opportunity to provide input on these goals as they are developed at both the committee and board level. This plan will also be provided to the CEO for their

review and approval. In addition the CareerSource Brevard President has quarterly meetings with appropriate county staff including the County Manager to review performance, finance and programmatic items.

(2) Local Workforce Development Board (LWDB)

- A. Identify the chairperson of the Local Workforce Development Board by name, title, mailing address, phone number and email address. Identify the business that the chair represents.
- B. If applicable, identify the vice-chair of the Local Workforce Development Board by name, title, mailing address, phone number and email address. Identify the business or organization the vice-chair represents.

Photo	Name & Title:	Contact:
	Susan Glasgow, Chair <u>Kegman, Inc.</u> Chairman@careersourcebrevard.com	 CareerSource Brevard 297 Barnes Blvd. Rockledge, Phone: FL 32955 (321) 394-0700
	Daryl Bishop, Vice Chair <u>Seacoast National Bank</u> ViceChair@careersourcebrevard.com	
	Marci Murphy, President <u>CareerSource Brevard</u> mmurphy@careersourcebrevard.com	

- C. Describe how the LWDB was involved in the development, review, and approval of the local plan.

The LWDB develops strategic plans including goals, objectives, and strategies for each committee [Industry Workforce Committee, Career Center Committee, and Executive

Committee & Governance/Finance Committee] and status report updates are provided from each committee on a quarterly basis. The committee plans are compiled into one organizational plan that is made available to the Board of Directors. The LWDB has the opportunity to provide input, and approve/change these local plans each year as they are developed at both the committee and board level. The local strategic plan is incorporated into the Local Plan where applicable. The LWDB also conducts reviews of the agreement between the CEO and LWDB and these agreements are approved by the LWDB. This agreement is included as an attachment to this plan.

(3) Local Grant Sub recipient (local fiscal agent or administrative entity)

- A. Identify the entity selected to receive and disburse grant funds (local fiscal agent) if other than the chief elected official. WIOA section 107(d)(12)(B)(1)(iii); 20 CFR 679.420.

Brevard Workforce Development Board, Inc. dba as CareerSource Brevard is designated by the Brevard County Board of County Commissioners to serve as the Local Workforce Board and provides services as the fiscal agent through an agreement with the CEO.

- B. Identify the entity selected to staff the LWDB (commonly referred to as the administrative entity) and assist it in carrying out its responsibilities as a board organized under WIOA. (May be the same as the fiscal agent). 20 CFR 679.430.

Brevard Workforce Development Board, Inc. dba as CareerSource Brevard is designated by the Brevard County Board of County Commissioners to serve as the Local Workforce Board and acts as the administrative entity through an agreement with the CEO. The Administrative Entity is incorporated in the State of Florida, and has a 501C(3) designation from the IRS.

- C. Identify if a single entity is selected to operate in more than one of the following roles: local fiscal agent, local board staff, one-stop operator or direct provider of career services or training services, and describe how the entity will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest as described in CareerSource Florida strategic policy [2012.05.24.A.2 – State and Local Workforce Development Board Contracting Conflict of Interest Policy](#).

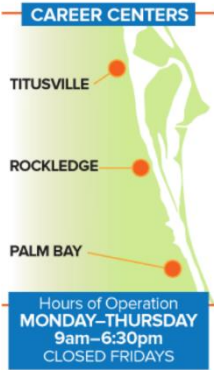
The Brevard Workforce Development Board, Inc. (dba CareerSource Brevard) serves as the administrative Entity is also the local fiscal agent as designated by the Chief Elected Official via a Memorandum of Understanding. The one-stop operator is a separate entity selected through competitive procurement. The current one-stop provider is C2 Global Professional Services (C2). The agreement with C2 call out responsibilities, firewalls and processes used to ensure integrity and address conflicts of interest. CareerSource Brevard follows the CareerSource Florida strategic policy linked in item C above. This includes adherence to the requirements of Section 445.007, Florida Statutes for related parties. . CSB utilizes an independent monitor to review both programmatic and fiscal records as well as an external auditor who review the programmatic and financial matters of the agency. Finally the DEO Programmatic and Fiscal Monitors come yearly to assess, provide oversight and recommendations.

(4) One-Stop System

- A. Describe the local one-stop system (including the number, type and location of the comprehensive center(s)¹, and other service delivery points).

At present, CareerSource Brevard has three one-stop or career center locations strategically located in the North, Central and South areas of the county. Currently the three centers are considered full-service centers.

¹A comprehensive center is one in which all core and required partner services are available either physically at the location or by direct linkage through technology to a program staff member who can provide meaningful information or services. See Training and Employment Guidance Letter No. 16-16 ([TEGL 16-16](#)) and Training and Employment Guidance Letter No. 16-16, Change 1 ([TEGL 16-16, Change 1](#)). **Additionally, Memorandums of Understanding (MOU) and Infrastructure Funding Agreements (IFA) must be executed for all partners connected to the comprehensive centers.**

	Area	North Brevard Titusville	Central Brevard Rockledge	South Brevard Palm Bay
	Center Type	Full Service	Full Service	Full Service
	Address	3880 South Washington Ave, Titusville, 32780	295 Barnes Blvd. Rockledge, 32955	5275 Babcock St., NE. Suite 8B, Palm Bay, 32905
	Hours of Operation	Mon-Thurs, 9am – 6:00pm. Friday 8:00 – 12:00 pm		

- B. Identify the days and times when service delivery offices are open to customers. Customers must have access to programs, services and activities during regular business days at a comprehensive one-stop center.

See the Above Chart for the Times and Days of Service for Career Centers

- C. Identify the entity or entities selected to operate the local one-stop center(s).



C2 Global Professional Services, LLC (C2). C2 serves as the contracted One-Stop or Career Center operator. The contract provides center management and program operations for multiple programs and partner resources. C2 provides oversight through the Managing Director who has worked with the CareerSource Brevard workforce development system for nearly 19 years. C2 demonstrates an in-depth knowledge of workforce development programs, an ability to develop and maintain effective working relationships, and the leadership and organizational skills to effectively manage Career Center operations.

- D. Identify the entity or entities selected to provide career services within the local one-stop system.

C2 Global Professional Services, LLC is the entity to provide career services in the local one-stop or Career Centers.

- E. Identify and describe what career services are provided by the selected one-stop operator and what career services, if any, are contracted out to service providers.

The one stop operator will provide the following services:

- WIOA Adult, Dislocated Worker and Youth Programs
- Welfare Transition (WT) for Transitional Assistance to Needy Families (TANF)
- Wagner-Peyser & Trade Adjustment Act (TAA)

- Veterans Services Coordination (DVOP & LVER)
- Supplemental Nutritional Aid Program (SNAP)
- Reemployment Services and Eligibility Assessment (RESEA)
- Military Families Employment Advocate (MFEA)

The one stop operator will coordinate the following services:

- Early Learning Coalition (Child Care Services)
- AARP/SCSEP Project Staff
- Ticket to Work (TTW) & Disability Navigator (DN)
- Community Resources Events
- Job Corps Admission Referrals

- F. Pursuant to the [CareerSource Florida Administrative Policy 093 - One-Stop Career Center Certification Requirements](#), provide the required attestation that at least one comprehensive one-stop center in the local area meet the certification requirements.

All 3 of the CareerSource Brevard Career Centers are comprehensive one-stop centers.

<p align="center"> <small>Certification for Program Year 2017-18</small> <small>AT: wioaforms.org per DEO Credentialing Guidance Paper FQ 31-035 and Federal law</small> </p>		
<p>Name and Number of LWDB: CareerSource Brevard - Region 13</p>		
<p>Name and Location of Career Center: (2 in region - all are full service and operate as CareerSource Brevard) Locations: Titusville, Rockledge, Palm Bay</p>		
<p>Name of individual completing this form: Don Lusk</p>		
<p>Date: 10/1/2017</p>		
<p><small>I am providing this form in accordance with the DEO Local Workforce Development Board (LWDB) certification by FY 2017-18. I understand the best of my knowledge and belief that the following information is true and correct.</small></p>		
Career Center Credentialing		Comments
Minimum Resource Room Requirements		
1	Are the following labor market publications and resources accessible to users? (y, n)	
	Occupational Career Posters	Y
	Wage Conversion Posters (Note: Posters show hourly wages converted into weekly/monthly/plansal earnings)	Y
	Career Information Delivery System (personalized career decision making tool the CHOICES)	Y
	Career Interest Info (www.careerinterest.org)	Y
	CRICK ONLINE (http://www.nationalonline.org)	Y
	Florida Research and Economic Information Database Application (FREDA) (http://florida.labormarketinfo.com/)	Y
	Do computers have Internet Access?	Y
	Do the computers have a link to the Employ Florida Marketplace?	Y
	Is EPM the LMS primarily used in the resource room for labor exchange services?	Y
	If so to #10, what is the labor exchange program being used?	Y
	Do Basic Software Programs include Technical Skills Self-Assessment, Resume Building & Interviewing Skills?	Y
	Are staff available to provide assistance on the use of software programs using labor market information and other web-based resources?	Y
Posters required by Federal and State Law and Guidance		
14	Does the location display the following posters as required by law, in a place that is visible to customers? (y, n)	
	"Your Rights Under the Fair Labor Standards Act"	Y
	"Family and Medical Leave Act of 1993"	Y
	"If You Have A Complaint About"	Y
	"Notice to Workers with Disabilities"	Y
	"Migrant & Seasonal Agriculture Worker Protection Act"	Y
	"Job Safety and Health Protection"	Y
	"Equal Employment Opportunity is the Law"	Y
	"Florida Law Prohibits Discrimination"	Y
	"Reemployment Assistance"	Y
	"Child Labor Laws"	Y
	"Telephonic Services"	Y
	"Worker's Compensation Works for You"	Y
	"Employee Polygraph Protection Act (EPPA)"	Y
	"Unfettered Services Employment and Reemployment Rights Act (USERRA)"	Y
	"Equal Opportunity is the Law"	Y
	"Florida Minimum Wage"	Y
Minimum Operating Hours		
31	Does the Career Center have standard operating hours for this site? (y/n) Please list days/times in "Comments" section.	Y All sites are open to the public Mon - Thur 9am - 6:30 pm
32	Are the operating hours posted prominently? (y/n)	Y
Minimum Skills Standard Certification for Front-Line Staff		
33	Does the LWDB ensure that all front line staff successfully complete the Florida Workforce Professional Tier 1 certification within 6 months of the employee start date?	Y
34	List the number of employees required to complete the Tier 1 certification during the previous program year.	21
35	List the number of employees that successfully completed the Tier 1 certification during the previous program year.	16
36	Attach the list of employees (defined as front line staff) required to complete the Tier 1 certification during the previous program year.	See Attachment
37	Do front line staff have the following minimum skills required of a workplace professional? (y/n)	Y
	Customer service training	Y
	Communications skills training	Y
	Basic Computer software skills	Y
	Specific programmatic training	Y
Continuing Education Credits for Front-Line Staff		
42	Do all front line staff that completed their Florida Workforce Professional Tier 1 by June 30, 2014 have 15 hours of continuing education credit within one year of the Tier 1 certification date?	Y
43	Attach the list of employees (defined as front line staff) required to complete the 15 hours of continuing education in one year.	See Attachment #2
Minimum Activities to be provided by the Career Center		
44	Are the following minimum activities provided on-site, by referral, or by internet connection? (y, n)	Indicate the manner in which these activities are provided.
	VIA Adult/Displaced worker program	Y ON-SITE
	Veterans Workforce Investment program	Y ON-SITE
	Migrant and Seasonal Farm Worker services	Y ON-SITE
	FDOR Farmworker Career Development Program	Y REFERRAL
	Indian and Native American programs	Y REFERRAL
	Job Corps	Y ON-SITE
	Youth Services	Y ON-SITE
	Women's Prisoner Programs	Y ON-SITE
	Adult Education	Y REFERRAL
	Industrial Education	Y REFERRAL
	Vocational Rehabilitation	Y REFERRAL
	Older Worker Programs	Y ON-SITE AND REFERRAL
	Trade Adjustment Assistance	Y ON-SITE
	Veterans Employment and Training Services	Y ON-SITE
	Community Service Block Grant Activities	N The County is responsible for administration and award of CDBG's and we have applied for, but not received, any awards under this program.
	Employment and Training activities carried out by the Department of Housing and Urban Development	Y REFERRAL
	Unemployment Insurance Programs	Y INTERNET
	Temporary Assistance for the Needy/Families Welfare Transition	Y ON-SITE
	Supplemental Nutrition Assistance Program	Y ON-SITE
	Supportive Services such as child care and transportation	Y ON-SITE
	Disability Benefits	Y ON-SITE
<p>Self Attestation:</p> <p>I Don Lusk certify to the best of my knowledge that the above information is provided as part of DEO Credentialing Process is true and correct based on the 2019 review.</p> <p>Signature:  12/15/2019</p>		

ANALYSIS OF NEED AND AVAILABLE RESOURCES

(1) Please provide an analysis (or existing analysis pursuant to WIOA section 108(c)) of the regional economic conditions, which must include:

- A. Information on existing and emerging in-demand industry sectors and occupations; and
- B. The employment needs of employers in those industry sectors and occupations (WIOA §108(b)(1)(A)).

Central Florida and is bordered on the north by Volusia County, on the south by Indian River County, and on the west by Seminole, Orange, and Osceola counties. Approximately 62 percent of the population in Brevard County resides in 16 incorporated municipalities. Among these incorporated municipalities, the largest city, Palm Bay, has a population over 103,000. Melbourne contains the second-highest population with more than 76,000 residents. The maps included on this page provide a physical representation of the region. The sources for this information include the U.S. Census Bureau, the American Community Survey (ACS), the Bureau of Economic and Business Research (BEBR) at the University of Florida.



According to the U.S. Census, the total population for Brevard County was 543,346 in 2010 and 568,088 in 2015. As mentioned previously, there are 16 incorporated municipalities in Brevard County. Cities with a population of more than 10,000 in 2010 include Cocoa, Cocoa Beach, Melbourne, Palm Bay, Rockledge, Satellite Beach, Titusville, and West Melbourne. In 2016, the City of Cape Canaveral also reached a population of 10,000. The Population Characteristics table shows the population levels for Brevard County and Florida. The county population increased from 476,230 in 2000 to 568,088 in 2016, a growth of 19.3 percent over the 15-year period. The population growth of Florida as a whole outpaced the population growth of Brevard County with a growth rate over the same period of 26.8 percent.

Populations Characteristics Table

Population Data	2000		2010		2015		Percent Change 2000-2015	
	Brevard County	Florida	Brevard County	Florida	Brevard County	Florida	Brevard County	Florida
Persons	476,230	15,982,824	543,376	18,801,310	568,088	20,271,272	19.3%	26.8%
Households	198,195	6,337,929	229,692	7,420,802	225,682	7,463,184	13.9%	17.8%
Number of Workers	207,366	7,221,000	221,945	7,035,068	225,682	7,463,184	8.8%	3.4%
Land Area (square miles)	1,015.7	53,926.8	1,015.7	53,926.8	1015.4	53,926.8	0.0%	0.0%
Person per Household	2.4	2.5	2.4	2.5	2.5	2.7	4.8%	7.7%
Workers per Household	1.0	1.1	1.0	0.9	1.0	1.0	-4.4%	-12.2%
Person per Sq. Mile of Land Area	468.9	296.4	535.0	348.6	559.5	375.9	19.3%	26.8%
Workers per Sq. Mile of Land Area	204.2	133.9	218.5	130.5	222.3	138.4	8.9%	3.4%

Source: 2000-2010 Census, and 2011-2015 ACS 1-Year Estimates

The Demographic Characteristics Table presents and compares key demographic characteristics of Brevard County and Florida using 2015 ACS data, with highlights including:



• The proportions of male and female residents in Brevard County closely mirror the gender distribution for the entire state.

• Brevard County's population is 83% White with 90% not of Hispanic or Latino Origin. The percent white population is higher than the average for the state and the percent Hispanic. The

	Characteristics	Brevard County	Florida
Gender	Male	48.8%	48.8%
	Female	51.2%	51.2%
Race	White	83.0%	75.8%
	Black or African American	10.1%	16.2%
	Other	9.9%	10.5%
	Not of Hispanic/Latino Origin	90.4%	75.5%
Ethnicity	Hispanic or Latino Origin	9.7%	24.5%
	<15 years	15.0%	16.7%
Age	15-34 years	22.1%	25.1%
	35-64 years	39.9%	38.8%
	65+ years	23.0%	19.5%
	Median Age	47.3	41.8
Education Level (25 years and over)	Less than 9th grade	2.7%	5.2%
	9th-12th grade, no diploma	5.5%	7.2%
	High school graduate	29.5%	29.2%
	Some college, no degree	22.8%	20.4%
	Associate's degree	11.1%	9.6%
	Bachelor's degree	17.3%	18.2%
	Professional school, Master's or Doctorate	11.0%	10.2%
Household Income	Under \$10,000	5.6%	7.4%
	\$10,000-\$14,999	4.6%	5.2%
	\$15,000-\$24,999	12.0%	11.8%
	\$25,000-\$34,999	10.6%	11.3%
	\$35,000-\$49,999	16.8%	14.8%
	\$50,000-\$74,999	20.3%	18.5%
	\$75,000+	30.1%	31.1%
	Median Income	\$50,416	\$49,426
Poverty Status	Above poverty level	86.8%	84.3%
	Below poverty level	13.2%	15.7%
Auto Ownership by Household	No vehicle available	5.8%	6.8%
	One vehicle available	42.4%	41.0%
	Two vehicles available	37.9%	38.0%
	Three or more vehicles available	14.0%	14.1%
Labor Force	% of population in labor force	54.4%	58.4%
	% of labor force employed	50.8%	54.0%

Source: 2015 ACS 1-Year Estimates

majority of the population is between the ages of 35-64, similar to the demographics of Florida, however Brevard County is older with a median age of 47.3 compared to 41.8 for the state.

- The educational level of residents 25 years and older is just above the state average, with 39% of Brevard County residents obtaining some level of degree from an Associate degree to professional school, compared to 38% of Florida residents.
- Approximately 30% of Brevard County residents earn \$75,000 or more per year, which is just below the Florida average of 31%. Median income in Brevard County is above the state average (\$50,416 versus \$49,426, respectively).
- On average, residents of Brevard County tend to be better off financially compared to the state. There are fewer zero-vehicle households in Brevard County compared to the state (5.8% and 6.8%, respectively) and the county's percent of the population below the poverty level is lower in comparison to the state (13% in Brevard County versus 16% for the State of Florida).
- Brevard County has a higher percent of retirees than the average for the state. Only 51% of the labor force was employed in 2015, consistent with a higher percentage of older adults with sources of income not directly from current employment.

An analysis of commuting patterns for Brevard County residents and employees was completed using the U.S. Census Bureau's "On-the Map" tool. As shown below in the County of Work for Workers Residing in Brevard County (2008-14), a comparison of 2008 and 2014 data indicates that the total number of Brevard County residents commuting to Orange County for employment experienced the largest increase at 16.3 percent. Brevard County residents commuting greater distances to counties including Duval and Miami-Dade experienced the greatest declines. The trend for Brevard County residents who also work in the county remained consistent with less than a one percent decrease from 2008 to 2014.

Brevard County Residents		2008		2014		Percent Change (2008-2014)
		# of Workers	% Distribution	# of Workers	% Distribution	
County of Work	Brevard County	140,788	66.0%	139,469	65.6%	-0.94%
	Orange County	16,283	7.6%	18,936	8.9%	16.29%
	Hillsborough County	4,489	2.1%	4,457	2.1%	-0.71%
	Seminole County	4,106	1.9%	4,160	2.0%	1.32%
	Duval County	5,304	2.5%	4,088	1.9%	-22.93%
	Indian River County	3,664	1.7%	3,672	1.7%	0.22%
	Palm Beach County	3,884	1.8%	3,660	1.7%	-5.77%
	Broward County	3,674	1.7%	3,534	1.7%	-3.81%
	Miami-Dade County	3,776	1.8%	3,287	1.5%	-12.95%
	Volusia County	3,159	1.5%	3,236	1.5%	2.44%
	All Other Locations	24,195	11.3%	24,089	11.3%	-0.44%
	Total	213,322	100.0%	212,588	100.0%	-0.34%

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination work destination analysis

As shown in the Community from Other Counties Table, a similar analysis was completed to examine the percentage of employees residing outside of Brevard County who commute to Brevard County for employment. The largest number of employees commuting to Brevard County reside in Orange County and “All Other Locations,” with the “All Other Locations” category including employee living outside of the top ten counties listed in the table. From 2008 to 2014, the largest growth in commuters to Brevard County for work included residents from Osceola and Indian River counties. The largest decreases in commuters were employees traveling greater distances from counties, including Broward and Palm Beach.

Brevard County Residents		2008		2014		Percent Change (2008-2014)
		# of Workers	% Distribution	# of Workers	% Distribution	
County of Work	Brevard County	140,788	75.5%	139,469	74.3%	-0.94%
	Orange County	6,719	3.6%	7,235	3.9%	7.68%
	Volusia County	3,539	1.9%	3,634	1.9%	2.68%
	Osceola County	2,414	1.3%	2,985	1.6%	23.65%
	Indian River County	2,430	1.3%	2,957	1.6%	21.69%
	Seminole County	2,768	1.5%	2,657	1.4%	-4.01%
	Hillsborough County	2,478	1.3%	2,434	1.3%	-1.78%
	Palm Beach County	2,521	1.4%	2,212	1.2%	-12.26%
	Polk County	1,946	1.0%	2,091	1.1%	7.45%
	Broward County	2,346	1.3%	1,862	1.0%	-20.63%
	All Other Locations	17,855	9.6%	20,085	10.7%	12.49%
	Total	186,490	100.0%	187,621	100.0%	0.61%

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination home destination analysis

The major industries in Brevard County include healthcare and social assistance, education services, and services related to the aeronautics industry. With 9,000 employees, Brevard Public Schools, is the largest employer in Brevard County. The next largest employer in the county is

the Harris Corporation with over 6,500 employees, followed by Health First, Inc. The top 15 public and private employers, are listed below in Table 2-8.

Rank	Company	Sector	Number of Employees
1	Brevard Public Schools	Education	9,000
2	Harris Corporation	Manufacturing	6,700
3	Health First, Inc.	Healthcare	6,400
4	Publix Supermarket	Retail	2,850
5	Wal-Mart	Retail	2,620
6	Brevard County Government	Government	2,500
7	Holmes Regional Medical Center	Healthcare	2,500
8	Wuesthoff Health Systems	Healthcare	2,400
9	Winn Dixie Supermarket	Retail	1,830
10	NASA/Kennedy Space Center Contractors	Technology	1,800
11	Space Gateway Support	Technology	1,750
12	Northrop Grumman Corporation	Manufacturing	1,650
13	Rockwell-Collins	Technology	1,450
14	Parrish Medical Center	Healthcare	1,050
15	MIMA Physician Group	Healthcare	1,000

Source: 2016 Space Coast Economic Development Commission

CareerSource Brevard annually reviews Key Industries (which includes existing and emerging in-demand industry sectors) by researching and analyzing Labor Market Information (LMI) provided by various sources. Focusing on Key Industries allows for CareerSource Brevard to deploy limited resources and social capital in a manner to optimize prospects for success. Most of the identified industries represent those which offer the best promise for overall economic growth by attracting and retaining high skill, high wage and value-added jobs. Key industries can also represent those that require our focus due to major workforce issues (i.e. Shuttle retirement). Key industries are important when implementing sector strategies, career pathways and other job-driven, industry focused initiatives. A quick look at the workforce situation in Brevard will set the stage for reviewing Key Industry information. The following tables contain the history and trends of employment growth by industry from 2016 through 2020 and the selected Key Industries over this time period. The following trends are noted:

	Industry Trend Summary
↑	Manufacturing, , Education & Health Services, Leisure & Hospitality
→	Construction, Financial Activities, Other Services Government, Trade, Transportation, & Utilities, Professional & Business Services, Information
↓	None

Employment by Industry

Not Seasonally Adjusted / Over-the-Year Percent Change

Industry		2016		2017		2018		2019		2020	
		Florida %	Brevard %	Florida %	Brevard %	Florida %	Brevard %	Florida %	Brevard %	Florida %	Brevard %
Construction	→	6.8	-3.0	5.2	2.7	9.0	13.3	4.7	7.9	2.4	2.5
Manufacturing	↑	2.8	2.0	2.7	2.8	4.4	3.9	2.8	7.7	4.5	9.5
Trade, Transportation & Utilities	↑	2.4	3.3	2.1	2.9	1.7	1.3	1.7	3.8	1.1	2.0
Information	→	-1.4	-10.5	-0.3	10.0	2.0	4.3	1.8	3.8	-4.8	-3.6
Financial Activities	→	2.5	1.3	3.8	4.2	2.4	2.6	2.9	2.4	1.3	1.1
Professional & Business Svcs	↑	4.3	3.0	3.2	-1.7	4.3	-2.9	4.4	6.1	2.6	-2.0
Education & Health Svcs	↑	3.8	5.3	4.1	2.6	1.5	-0.6	3.0	3.1	4.0	3.8
Leisure & Hospitality	→	3.9	3.3	4.4	3.4	1.0	-1.9	1.9	1.1	4.0	3.6
Other Services*	→	3.3	3.7	2.5	2.5	4.1	2.3	2.5	3.5	2.2	1.1
Government	→	-0.5	-1.7	1.1	0.0	1.0	0.0	0.1	1.8	1.2	1.4

* The Other Services (except Public Administration) sector comprises establishments engaged in providing services not specifically provided for elsewhere in the classification system. Establishments in this sector are primarily engaged in activities, such as equipment and machinery repairing, promoting or administering religious activities, grant making, advocacy, and providing dry-cleaning and laundry services, personal care services, death care services, pet care services, photofinishing services, temporary parking services, and dating services.





Using the DEO and Bureau of Labor Statistics estimates the following are the overall top emerging industries in Brevard County looking ahead from 2019 to 2027. This is basic data which includes a wide array of industries, some of which do not necessarily include high wage/high skills jobs. This information is provided as required by the planning instructions issued by DEO. This is a look into the future which is considered as part of our overall plan but does not necessarily indicate where the Board of Directors and the local community stakeholders choose to concentrate.

LWDB 13 Top Emerging Industries		
Industry Code	Title	2019 -27
326	Plastics and Rubber Products Manufacturing	24.0
454	Non-store Retailers	22.5
524	Insurance Carriers and Related Activities	21.1
55	Management of Companies and Enterprises	20.6
712	Museums, Historical Sites, and Similar Institution	16.0
621	Ambulatory Health Care Services	15.7

LWDB 13 Top Emerging Industries		
Industry Code	Title	2019 -27
561	Administrative and Support Services	12.6
56	<i>Administrative and Support and Waste Management and Remediation Services</i>	12.2
52	<i>Finance and Insurance</i>	11.9
236	Construction of Buildings	11.5
512	Motion Picture and Sound Recording Industries	11.1
1024	Professional and Business Services	10.6

The analysis includes a review of economic development priorities as required by DEO. This guidance requires alignment with the Florida Targeted and Infrastructure industries as well as other local economic development priorities. We have included the priorities of Enterprise Florida as well as local priorities from Space Florida, Orlando Economic Development Commission and the Economic Development Commission of Florida's Space Coast. From the total of 29 priorities/industries listed, the Key Industries include 23 or 79 % of those listed. This indicates that our key priorities are aligned with state and local priorities.

The attached chart also shows the development of our Key Industries which includes the current Sector Strategies for our LWDB.

High Skill High Wage			
Key Industry	Sector Strategy	CareerSource Brevard Role	Rationale
Aerospace & Aviation		LEAD	<ul style="list-style-type: none"> Aviation is a growing industry in Brevard. Increased opportunities in Aerospace AeroFlex Pre Apprenticeship
Manufacturing		Stakeholder Currently Supporting the EDC MASC Efforts	<ul style="list-style-type: none"> Convening of the AIM Sector Strategy Local concern and statewide focus on advanced manufacturing
Information Technology		LEAD	<ul style="list-style-type: none"> Local concerns over availability of information technology workers. Focus of the IT Sector Strategy Centerpiece of the USDOL America's Promise Grant
Health Care		LEAD	<ul style="list-style-type: none"> Demand area for occupational training by CAREERSOURCE BREVARD customers and Business Customers. Development of the Health Sector Strategy Long-range prediction models showing future needs

Projected Growth	
Key Industry	
Logistics, Transportation Distribution	<ul style="list-style-type: none"> Reflects positive trend in Trade, Transportation & Utilities industries. Port Canaveral development of container and shipping industry and expanded cruise service. Maritime activity continues to develop
Construction	<ul style="list-style-type: none"> Expectation that construction activities will continue to increase.
Leisure & Hospitality	<ul style="list-style-type: none"> Long term growth predicted through 2020. Identification of career ladders & wage projection within the industry. Tourism is a significant industry in Brevard County and based on local and State data, will continue to be a major jobs creation source.

The planning instructions also require that this plan address the employment needs of employers in those industry sectors and occupations (WIOA §108(b)(1)(A)). The Local Workforce Development Board has identified in demand industry sectors, including Manufacturing, Aviation & Aerospace, Information Technology, Health Care, Logistics, Transportation Distribution, Construction and Leisure & Hospitality. Across these demand industries sectors, CareerSource Brevard has a Regional Targeted Occupations List (RTOL) which contains the occupations identified using Labor Market Information (LMI) and confirmation with the associated business and industry.

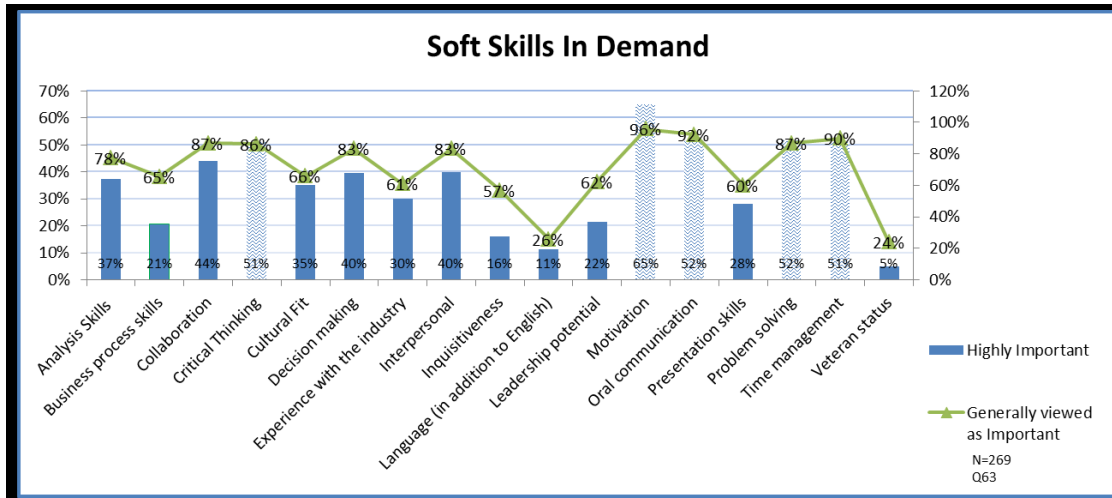
When defining employment needs employers in demand industry sectors often use the phrase “skills gaps” to reflect the struggle in finding qualified workers. In the region, employers generally take this “gap” as a given, since the causes and the degree to which employers have hiring difficulties tend to be complex.

The availability of a skilled workforce is widely recognized as one of the most critical factors in economic development. Expansion and relocation decisions hinge on the ability to hire workers with the skills and experience companies demand. The Talent Gap Analysis study was undertaken through a partnership with CareerSource Central Florida, Brevard, and Flagler Volusia and the Florida High Tech Corridor Council to align the skills needed by area business with Floridians seeking employment.



Based on the Central Florida Talent Gap Analysis, employers indicated the following difficulties:

- **Difficulty Hiring and Recruiting** - A majority of companies reported difficulties hiring staff. Many stated that lack of experience was a reason for not filling a position. Lack of technical competencies and lack of available applicants were the next most frequent responses. Some businesses reported that lack of skills drive entry level job vacancies. During interviews, it was reported that HR staff were seeing candidates that had no interest in working, candidates arriving at the interview with family in tow, inappropriate dress, and having no knowledge of the company or job for which they had applied.
- **Retention** - Compensation is attributed to the top retention-related issues identified in the study. With more experienced talent leaving after several years of experience as a significant issue often due to the lack of promotional opportunities. Additional issues include retirement and relocation to other areas.
- **Training** - Significant challenge for companies responding to the survey is finding talent with 3-5 years of experience. As an alternative, developing existing staff is the most commonly used strategy to address skills gaps, according to the 2013 MANPOWER 2013 Talent Gap Research. Interviews further clarified that the opportunity deficit is caused by a lack of qualified internal candidates which can be mitigated by additional training and experience.
- **Workplace Essential Skills** – Are difficult to quantify, but can impact the success of an employee in the workplace. Also known as “soft skills,” they relate to the way a person interacts within the corporate culture with teams and customers. Hard or teachable skills, learned in the classroom or on the job, are quantifiable skills that an employer can match to a specific function in the company. Depending on the job requirements, many employers reported that they would hire someone exhibiting workplace essential skills that had the required degree and no experience rather than a person with the technical skills and experience but lacking critical workplace essential skills.



- (2) Please provide an analysis of the knowledge and skills needed to meet the employment needs of the employers in the local area, including employment needs in in-demand industry sectors and occupations (WIOA §108(b)(1)(B)).

Businesses have identified new “21st century” skill requirements that have evolved over the past decade, including:

- Understanding the global business context and political environment, innovative thinking, technology-driven communications, new technologies, collaborative planning and, job retention skills or workplace essential skills.
- Global and Political. The global business context and political environment require employees to understand the impact the global economic connectivity has on whether a business platform will succeed or fail. Businesses must plan on the basis that their product and/or service half-life is measured in months, not years.
- Innovative Thinking. Employees need to understand that their ideas and innovative thinking can lead to new products and services that can help keep their employer competitive. How quickly employees can adapt to new communication technologies determines how fast ideas move.
- Technology-Driven Communication. With web-based technologies that are ported to laptops, cellphones and PDAs, employees are virtually connected 24/7.
- New technologies. Technologies such as wiki pages, blogs and social and professional networks offer individuals a way to share experiences and thoughts.

- Collaboration. Collaborative planning has become essential for businesses to develop new strategies to grow and prosper.
- Job Retention Skills. Employers value education and the tangible skill sets that workers offer, but they value the workplace essential skills just as much. Getting to work on time consistently, maintaining a good attitude and being a team player are among the most essential job skills a worker can possess.

Through ongoing interaction with the local business community, use of knowledge, skills and abilities indicators as shown above and other relevant information, CareerSource Brevard has been able to identify in demand companies in the region, organize regional labor market information into training opportunities for emerging jobs and occupations and highlight the skills, knowledge and abilities needed to help meet the employment needs of local employers

- (3)** Please provide an analysis of the workforce in the local area, including current labor force employment (and unemployment) data, information on labor market trends, and the educational and skill levels of the workforce in the local area, including individuals with barriers to employment (WIOA §108(b)(1)(C)).

People want to live and work here in Brevard as it is a reasonably affordable place to live with great quality of life. For the most part, individuals seeking and suited to entry-level positions chose to live here first then find their way into the labor force. Professionals and those with higher education tend to find their way here due to work, and then they don't want to leave. So many (65,000+) retired military have chosen to stay here or have relocated here. Many baby-boomers who have delayed retirement or have retired and are looking for second careers or supplemental income have also settled here. From a labor force perspective, these are both positive and negative. The positive is that the labor force includes a cross-section of available individuals. The negative is that some of them come not ready to work and do not have the requisite skills and education to find a job quickly. This emphasizes the need for a comprehensive workforce development system.

Brevard has rebounded well from the economic downturn in 2008-09. Therefore, both the labor force and the job market are growing, and the sector-based demand generators are creating jobs. This bodes well for youth, emerging workforce, and adults in need of work.

Brevard County's jobless rate decreased to 2.7% from 3.2% comparing December of 2019 to December of 2018. Brevard's unemployment rate is slightly above the statewide rate of 2.5%. There are 283,078 persons in the labor force and 7,691 who are unemployed. Out of 67 counties in the State of Florida Brevard ranks 33 in terms of unemployment rate.

Brevard County includes some specific sub-populations that must be considered as part of planning. The sub-populations are as follows:

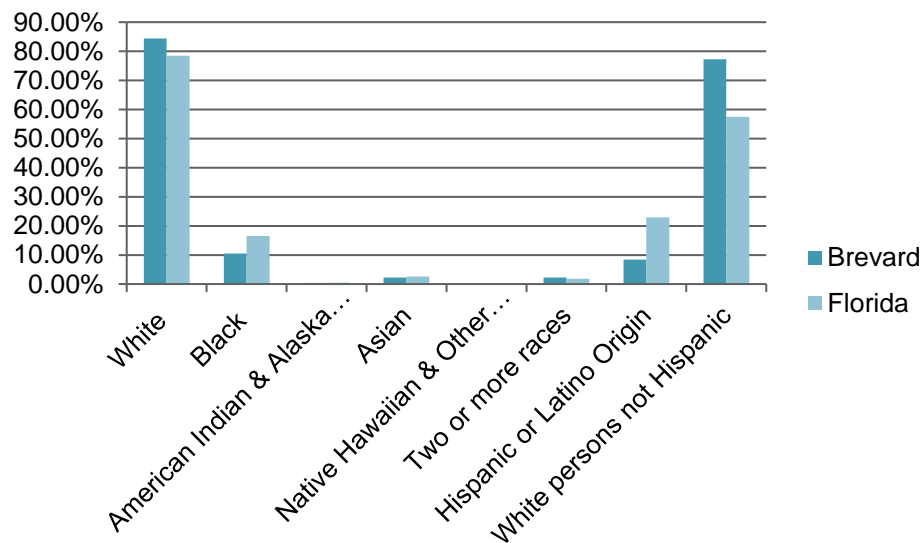
Minority Population – Based on 2010 Census Data for Brevard County, the Minority and Non-Minority Population table below displays the percent distribution of minority populations within Brevard County compared to Florida. The proportion of Brevard County's non-minority population, approximately 85 percent, is about 10 percent higher than that of Florida.

Minority and Non-Minority Population within Brevard County

Geographic Location	Minority Population	% of Total Population	Non-Minority Population	% of Total Population
Brevard County	78,079	14.8%	450,927	85.2%
State of Florida	4,692,148	25.0%	14,109,162	75.0%

Source: 2010 U.S. Census

The Brevard to Florida Comparison of Racial Minorities chart below also provides some addition detail regarding the breakdown of the minorities in the county as compared to the State of Florida.

Brevard to Florida Comparison of Racial Minorities


Race	Brevard	Florida
White	84.40%	78.50%
Black	10.50%	16.50%
American Indian & Alaska Native	0.40%	0.50%
Asian	2.20%	2.60%
Native Hawaiian & Other Pacific Islander	0.10%	0.10%
Two or more races	2.30%	1.80%
Hispanic or Latino Origin	8.40%	22.90%
White persons not Hispanic	77.30%	57.50%

Source: Brevard County Quick Facts from the U.S. Census Bureau 2012

DIVERSITY IN BREVARD COUNTY – CHANGE OVER TIME

Category	2000	2010	Trends
White	88.1%	85.4%	↓
Black	8.6%	10.2%	↑
Alaskan Native	0.4%	0.4%	↔
Asian	1.6%	2.2%	↑
Pacific Islander	0.1%	0.1%	↔
Two or More Races	1.3%	1.8%	↑
NOT HISPANIC	95.4%	92.7%	↓
HISPANIC **	4.6%	7.3%	↑

** Hispanic is an ethnicity rather than a race. People who are Hispanic may be of any race. Source: U.S. Census Estimates of Population Program.

Brevard County is changing and has become more diverse over the last 10 years. The percentage of persons who consider themselves Hispanic has grown from 4.6% to 7.3%. Also increasing are the percentages of persons who consider themselves as black (8.6% to 10.2%) and those who list two or more races (1.3% to 1.8%).

Age Distribution

The age distribution of Brevard County is similar to the age distribution of Florida as a whole, though Brevard County has a higher proportion of the population older than age 45 (50.8%). Persons under 18 years old and persons 65 years old and over, represents 40.2 percent of the total population in Brevard County, as shown in the Population and Age Distribution table.

Population and Age Distribution (2010)

The working age population of 18 years of age to 64 years of age represents 59.8% of the total population. The number of person over the age of 65 presents both some interesting challenges and opportunities for this region.

Area	Age				
	Under 18	18 to 24	25 to 44	45 to 64	65 years and over
Brevard County	107,686	42,781	116,943	165,254	110,712
% of total population	19.8%	7.9%	22.2%	30.4%	20.4%
Florida	4,512,990	1,228,758	4,720,799	5,082,161	3,259,602
% of total population	24.0%	6.5%	25.1%	27.0%	17.3%

Source: 2010 U.S. Census

Labor Force Status for Persons Aged 55 and Older

Based on the 2016 data supplied by DEO (Census information), there are 66,233 “persons Aged 55 and Older” in the LWDB 13 area who are in the labor force. Of those approximately 7.66% are unemployed. Research has consistently shown that older adults in general and older workers in particular have suffered negative perceptions of their capabilities and desires for continued work. Recently, however, changes in the employment context and new research suggest that the tide may be turning for older workers. One key reason for examining the current situation for older workers is that many businesses have begun to worry about finding enough workers to fill the void created by the retiring Baby Boom generation. Employing older workers can be a positive step for organizations in that many have begun to recognize companies seen as “older worker friendly.” And, finally, new research looking across generations of workers reveals that, at least in some instances, employers prefer older workers to those from younger generations

Income

As shown in the Household Income Distribution table below, the distribution of household incomes for Brevard County is similar to that of Florida. The biggest difference between

Brevard County and the state are in the “\$0 to \$9,999” and “\$50,000 and Over” household income categories, with about a 2 percent difference in each category between Florida and Brevard County. Low-income populations (median income less than \$10,000 in 2010) were distributed throughout the county, with higher concentrations located in the northern, northeastern, and southern portions of the county.

Household Income Distribution (2010)

Area	Household Income					
	\$0 to \$9,999	\$10,000 to \$14,999	\$15,000 to \$24,999	\$25,000 to \$34,999	\$35,000 to \$49,999	\$50,000 and Over
Brevard County	14,233	12,600	29,347	24,894	37,381	103,490
% of total households	6.4%	5.7%	13.2%	11.2%	16.8%	46.6%
Florida	587,347	442,863	889,272	859,410	1,107,501	3,148,675
% of total households	8.35%	6.30%	12.64%	12.22%	15.74%	44.76%

Source: 2010 ACS 1-Year Estimate

Labor Force Participation (2010)

Area	% of Population in Labor Force*	% of Labor Force Employed*	Unemployment Rate (2010)
Brevard County	58.3%	86.4%	12.8%
Florida	60.4%	86.1%	13.9%

*Represents the percent of the population (16 yrs and older only) in the labor force

Source: 2010 ACS 1-Year Estimates (Selected Economic Characteristics)

Persons with Disabilities

The Social Security Administration estimates that Brevard County has approximately 35,000 residents who report some type of disability. The following chart breaks out the persons with disabilities based on the primary type of disability, family information and whether they are unemployed.

2015 Reported Disabilities	%
Deaf or Hard of Hearing	50%
Mental Disabilities	25%
Wheel chair users	2%
Families with one or more member(s) with a disability	30%
Unemployed	70%

Based on the 2016 data supplied by DEO which was based on Census Source information there are 12,888 “persons with disabilities” in the LWDB 13 area with an unemployment rate of 21.5%.

Veterans

In addition to this data, a review of the Employ Florida Marketplace (March 2016) reveals that Brevard has 1,262 active cases with customers who list themselves as a “person with a disability”. Of that number, 41.9% are female and 58.1% are male. Approximately 58 are Welfare Transition customers who report a disability and 26.8% of the Veterans registered with EFM have a reported disability.

Based on data by the Brevard County Housing & Human Services Department, Veteran Services Team, Brevard has high numbers of Veterans and military retirees. The economic and social impact is captured in the chart below:

VETERAN & MILITARY RETIREES IN BREVARD COUNTY 2012		
Feature	Population/Value	Rank
Veteran Population	67,796	7 th largest county in Florida
Veteran Administration Disability Payments	\$196,143,000 (annual)	8 th most in Florida
Military Retiree Population	13,183	3 rd most in Florida
Military Retiree Pay	\$29,731,000 (annual)	3 rd most in Florida
2012 Data from Brevard County Housing & Human Services Department – Veteran Services Team		

Educational Attainment

According to the U.S. Bureau, American Community Survey as prepared by DEO, the educational attainment level of the 2016 workforce participants in Brevard County, from 25 to 64 years old was as follows:

LWDB 13: Educational Attainment for the Civilian Labor Force Aged 25 - 64 (2016 Estimates)			
Less than high school graduate:	High school graduate (includes equivalency):	Some college or associate's degree:	Bachelor's degree or higher:
21,527	76,905	105,925	81,656
7.5%	26.9%	37.0%	28.5%

- (4) Please provide an analysis of the workforce development activities (including education and training) in the local area, including an analysis of the strengths and weaknesses of such services and the capacity to provide such services, to address the identified education and

skill needs of the workforce and employment needs of employers in the local area (WIOA §108(b) (1) (D) and WIOA §108(b) (7)).

CareerSource Brevard has a robust menu of workforce services to offer to both businesses and individuals in the region. The services available to individuals include a wide array of career services, including educational scholarships, training, pre-vocational training, career exploration, career resources, employability skills training, networking opportunities and onsite recruitment events. The Career Centers provide WIOA (Adult, Dislocated Worker and Youth), WTP (TANF), Veterans, SNAP, and Ticket to Work – Disability Navigator and RESEA services. In addition, CareerSource Brevard also provides career fairs, labor market information, job postings and business seminars.

The specific needs of residents in the region's workforce continue to be education and training in demand-driven occupations. This training is needed in order to compete in a rapidly evolving global economy. The overall need of our job seeker population is to possess a multitude of skill sets so they can continuously evolve with the ever-growing workplace. By enabling the job seeker to enhance their skill set level, each customer will build confidence and self-esteem which is needed to ensure they market themselves in a competitive manner among the region's talent pool. In addition, jobs in the region today are requiring more and more workers to be equipped with the latest computer skills. These skills are essential in all industries to advance in the fast-paced economy and to improve efficiency within the region. The speed at which technology is changing and evolving provides a key skill deficiency among the unemployed and underemployed population. CareerSource Brevard continues to offer ongoing training skills development for individuals to meet employers' demands. CareerSource is constantly monitoring current workforce services to ensure they are meeting the needs of participants who are working towards their goal of obtaining employment and employers who are in need of qualified applicants. CareerSource Brevard understands it is important to develop a workforce with competitive and relevant skills, in order to accomplish this CareerSource Brevard will continue to facilitate communications among employers and job seekers; coordinate across post-secondary institutions; focus on the needs of employers; conduct outreach to current and future workers about emerging job opportunities; and help individuals design their own career pathways. Overall, the future forecast of the CareerSource Brevard region is improving every day and CareerSource Brevard is determined to continue with constant improvements to workforce services in order to meet the demands of business and job seeking customers.

- (5) Please provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area (WIOA §108(b) (7)).

WIOA is designed to assist job seekers access high quality career services, education, training and the supportive services to obtain and retain self-sufficient employment. This includes matching employers with the skilled workers they need to compete in the local and global economy. Under WIOA and through the one-stop center system, employment and training activities will be targeted to:

- Enabling businesses and employers to identify with ease and hire qualified, skilled workers and access other supports, including education and training for their current workforce;
- Ensuring that high-quality integrated data inform the decisions by local policy makers, board members, employers and job seekers across core partners and optional partners;
- Participating in rigorous evaluations that support continuous improvement of the local one stop system by identifying which strategies work better for various populations;
- Providing job seekers with the skills and credentials necessary to secure and advance in employment with sustaining wages;
- Providing access and opportunities to all job seekers, including individuals with barriers to employment such as persons with disabilities, low income or disadvantaged, the homeless, the ex-offender, the basic skills deficient or the limited English.

WIOA authorizes "career services" for adults and dislocated workers. There are three types of "career services" available within CareerSource Brevard one-stop delivery system: basic career services, individualized career services, and follow-up services. These services may be provided in any order and in no required sequence providing CareerSource Brevard staff the flexibility to target services to the needs of the customer.

Basic Career Services

Basic career services also considered as “front end” basic services to job seekers will be available to all individuals seeking services in the CareerSource Brevard one-stop delivery system as needed, and include:

- Determinations of whether the individual is eligible to receive assistance from the WIOA adult, dislocated worker, or youth programs;
- Outreach, intake, and orientation to information and other services such as Re-Employment Services and Eligibility Assessment Program (RESEA), available through the local workforce system;
- Initial assessment of skill levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and support service needs ;
- Labor exchange services, including job search, placement assistance, pre-employment workshops such as resume writing & interview skills and when needed by an individual, career advising, including the provisions of information on nontraditional employment and in-demand industry sectors and occupations ; and
- Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce system and when appropriate, other workforce development programs;
- Provisions of workforce and labor market employment statistics information, including information relating to local, regional, and national labor market areas ;
- Provisions of performance information and program cost information on eligible providers of training services by program and provider type ;
- Provision of information regarding the availability of support services or assistance, and appropriate referrals to those services and assistance internally and/or through other community partner programs;
- Provision of information and assistance regarding filing Reemployment claims for unemployment compensation;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

Individualized Career Services

If one-stop center staff determines that individualized career services are appropriate for an individual to obtain or retain employment, then these services are made available to the individual through CareerSource Brevard center resources, center staff or partners. One-stop center staff may use recent or previous assessments by partner programs to determine if individualized career services would be appropriate. These services include:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers;
- Group and/or individual counseling and mentoring;
- Career planning (e.g. case management);
- Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term pre-vocational services;
- Internships and work experiences that are linked to careers;
- Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;
- Financial literacy services;
- Out-of-area job search assistance and relocation assistance; and
- English language acquisition and integrated education and training programs.

Follow-up Services

Follow-up services are provided as appropriate for participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment or program exit whichever occurs later. Follow-up services do not extend the date of exit in performance reporting. All WIOA Adult and Dislocated Worker (excluding employed workers served in training) customers, at a minimum, may receive a formal Comprehensive Assessment within 30 days of their attendance at the One-Stop Orientation. This assessment may:

- Be based on a formal assessment instrument such as TABE or other comprehensive assessment systems;
- Identify other barriers to successful employment and retention; and
- Result in recommendations for further services, and be the basis for the completion of the Career Plan.

Any customer considered for an ITA or other educational or training services must have the need for such services documented in the assessment process. Assessment updates may be made as the customers' circumstances change, and as new barriers to success are identified. Additionally, assessment will ensure ITA or other educational candidates meet Section 134 (c) (3) (A) (I) (cc) which states that an eligible trainee must "have the skills and qualifications to successfully participate in the selected program of training services" in addition to meeting the other eligibility criteria.

Comprehensive assessments of customer needs are usually essential if sound decisions are to be made by the customers and staff regarding the services needed by the customer. Such assessments are especially important for lower-skilled or less-experienced potential workers, and for those seeking to enter a new field due to layoff.

- (6) Please provide a description and assessment of the type and availability of youth workforce investment activities in the local area, including activities for youth who are individuals with disabilities. The description and assessment must include an identification of successful models of such youth workforce investment activities (WIOA §108(b) (9)).



There are numerous workforce activities throughout the region focusing on Youth. There are faith-based, community-based, education-based, as well as Federal, State and Local Government funded programs. The CareerSource Brevard Youth model is called “NextGen” which is a no cost program for eligible young adults seeking to gain work experience, enter the job market and plan for, or launch a career. Youth activities include occupational skills exploration, pre-employment/work skills training, counseling, and opportunities for academic skill building, job development, various work experience opportunities, job placement, and follow-up. The NextGen model was highlighted in the March 26, 2015 USDOL Employment and Training Advisory System (TEGL 23-14) Operating Guidance as an “Example of Local Areas Successfully Servicing Larger Numbers of Out of School Youth (OSY).” The NextGen model targets three customer groups, each: Out of School Youth (OSY) Out of School Youth referred from Partner Programs (OSY-Partner Programs) and In School Youth (ISY).



The OSY refers to out of school youth with a high school diploma or equivalent who are not engaged in another activity that would prevent them from participating in a full week of MAPS training. This group is offered as a cohort-only style and provision of services is cycled twice per month, per Career Center. Interested customers begin with an information session to determine eligibility and submit their application to the program. Once accepted, MAPS training is completed. Training is one full week and covers topics such as; local labor market information, determining and building upon your strengths, human resources and ethics basics, dress for success, presentation skills, financial literacy, resume and portfolio development, mock interview practice and real interviewing opportunities. In addition to training, OSY customers receive one-on-one coaching each day of training that covers goal setting, working through barriers, developing a bridge plan and scheduling future appointments with their staffing specialist.

The OSY-Partner Programs customer group consists of youth who are participating in Adult Education and therefore cannot participate in a full week of MAPS training. The customer flow

for this group begins with an on-site information session to those nearing completion of an education program where initial assessments, applications and eligibility are completed. Following the information session, objective assessments and a career pathway plan are completed and coordinated with the partner agency. Each customer receives an individualized case management process that includes the staffing specialist and the partner agency. CareerSource Brevard supports transition to employment, on-the-job training or post-secondary education.

Finally, the third customer group is for In School Youth (ISY) and refers to those youth who meet the statutory definition of attending school. CareerSource Brevard has an OSY Expenditure Rate in excess of 80%, therefore the ISY customer group is kept small and services are prioritized by neediest youth. Neediest youth include referrals from agencies or programs for individuals with disabilities, pregnant or parenting, homeless, offender or foster youth, or a college student with barriers nearing completion of a post-secondary program. The customer flow for ISY includes an information session to determine eligibility, by appointment only, followed by an objective assessment and Career Pathway Plan developed in coordination with the referral agency. ISY receive a customized version of MAPS training covering topics such as; youth compliance, Prove It assessments (for customer service, business etiquette and teamwork), and financial literacy. ISY –may be placed in paid work experiences and case management is a coordinated effort with the referral agency. CareerSource Brevard supports the transition to employment.

Due to WIOA being heavily focused on work experience activities, youth who visit CareerSource Brevard who are not in school and do not have a high school diploma or GED are generally referred back to the education system for completion.

In-School and Out-of-School Youth with disabilities are offered the same services and activities. All youth are assessed and accommodations provided on an individual basis. Most often identified are learning disabilities.

The NextGen outreach strategy includes engaging dropouts via partnerships with the public school system where youth active in the High School Equivalency (HSE) program are referred to CareerSource Brevard for inclusion in the NextGen program. CareerSource Brevard staff also work directly with Elementary and Secondary Education Act (ESEA) Title I Schools to provide outreach to graduating seniors and pregnant teens programs. Community partnerships

with the Department of Juvenile Justice and foster care providers, among others, include referrals of youth and joint staffing, where appropriate.

Work experience activities offered to the various youth customer groups include; paid/unpaid work experiences, On-the-Job training, internships and apprenticeships, and job shadowing. Paid work experiences are prioritized to youth with the most significant barriers to facilitate employment readiness (homeless, offenders, individuals with disabilities, foster and Adult Education youth). This is a structured work-based learning opportunity to apply current skills, learn new skills, and establish or increase employment. On-the-Job training is offered to youth ages 18-24 with a high school diploma, or college students nearing completion of post-secondary education, who have been assessed as work-ready and are seeking full-time employment. This is a structured, industry skills-specific training for a job candidate who does not meet all of an employer's hiring requirements but is willing to hire and train the candidate to perform the job. Internships and Apprenticeships are offered to youth with a high school diploma and at least one industry-related credential or nearing the attainment of one. This is a structured, industry skills-specific work-based learning opportunity at a business that aligns with the trainee's desired career path. Job Shadowing becomes incorporated into a participant's career pathway plan and can be utilized in a virtual setting.

CareerSource Brevard has also been instrumental in providing additional youth training and career-readiness programs and services through grants from various private and public sources. Included are the following:

Juniors to Jobs – This annual youth summer employment program was launched in 2014 through a partnership with Brevard's largest municipality, the City of Palm Bay, and the Greater Palm Bay Chamber of Commerce as well as funding provided from the US Council of Mayors. The program model provides a week-long Work Readiness Training educating students on topics such as; workplace essential skills training, resume writing, interviewing 101, working in a diverse environment, being smart about social media, making a great first impression, career assessments, and financial literacy and budgeting. After completion of the Work Readiness Training, students interview for and obtain a five-week paid internship with a local employer. As part of the program, all students were



tasked to complete five online Dollar Wise financial education modules. The program is targeted to youth between their junior and senior year of High School.

Beginning in 2015, CareerSource Brevard had the opportunity to replicate the program through the City of Cocoa. Using funding from the City of Cocoa, CareerSource Brevard facilitated a summer youth training program focusing on teaching 22 high school juniors and seniors the skills they need to obtain employment. This includes a paid Work Experience piece with the City. CareerSource Brevard supported the City of Titusville by providing the classroom portion of the program.

Job Corps - Job Corps offers a comprehensive array of career development services to at-risk young women and men, ages 16 to 24, to prepare them for successful careers. Job Corps employs a holistic career development training approach which integrates the teaching of academic, vocational, employability skills and social competencies through a combination of classroom, practical and based learning experiences to prepare youth for stable, long-term, high-paying jobs. The Job Corps design includes the following features:

1. A defined set of core competencies in academic, vocational, information technology, employability and independent living skills which represent the fundamental skills students need to secure and maintain employment;
2. Standardized systems for financial reporting, data collection, student benefits and accountability; and
3. Nationally established performance outcomes, goals and quality expectations.

The Job Corps design is based on the principles of quality services and individualized instruction to meet the needs of each student. Training approaches and methods of implementation vary to allow tailoring of service components and delivery methods, effectively use resources and meet individual student and employer needs. The program is administered by the United States Department of Labor and has assisted more than 1.6 million young people nationwide. Brevard continues a longstanding relationship with Job Corps. Interested customers are asked to apply online at <https://pinellascounty.jobcorps.gov/>.

TANF Summer Youth Jobs – CareerSource Brevard implemented this program to youth

Summer of 2018 and replicated it in 2019. The target of the program will be TANF Eligible Youth Ages 14-18. As long as the budget is available, CareerSource Brevard plans to offer the program every summer. The following data is provided for the programs operated so far:

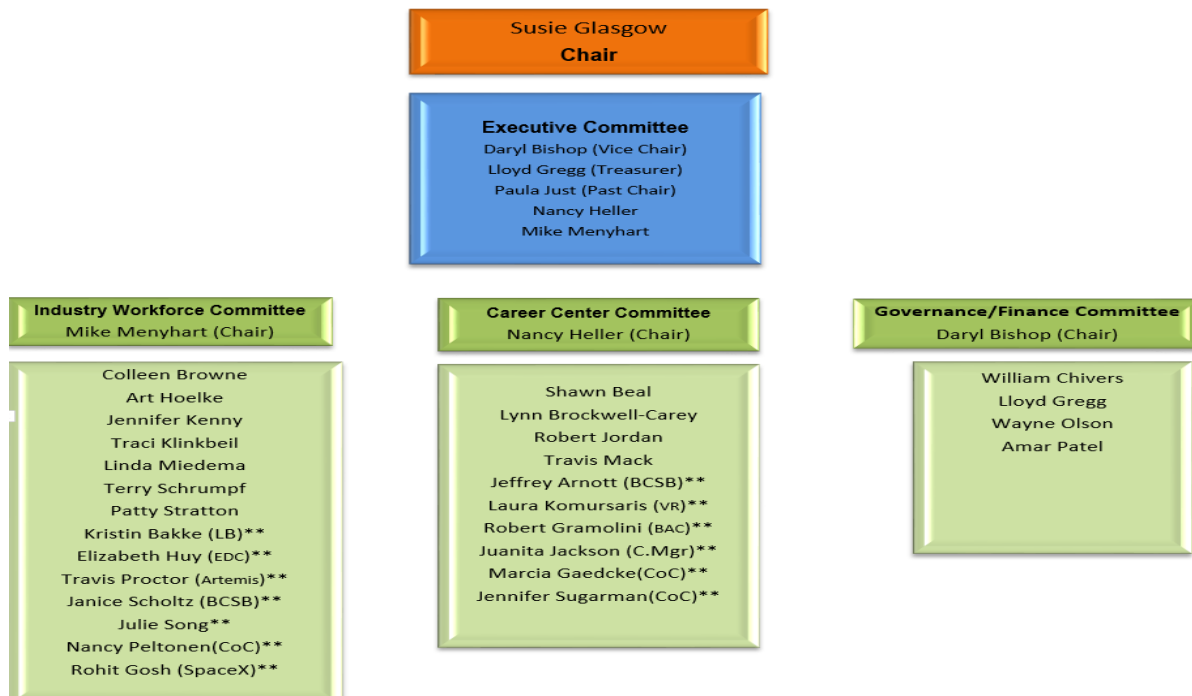
Summer Year	Applicants Processed	Youth Served	Number of Worksites	Number of Completers
2018	30	17	10	11
2019	81	27	12	24

WORKFORCE DEVELOPMENT AREA VISION AND STRATEGIC GOALS

- (1) Describe the local board's strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to primary indicators of performance described in WIOA section 116(b)(2)(A) to support regional economic growth and economic self-sufficiency (WIOA §108(b)(1)(E)).

Workforce development services will support the development of strong, vibrant local and regional economies where businesses thrive and people want to live and work. CareerSource Brevard continually

reviews performance reporting systems to ensure that the corporate vision, goals and priorities are being achieved. CareerSource Brevard originally developed its strategic plan with goals in 2002 with updates in 2006, 2012, 2014 & 2017. An update is scheduled again in 2020 and any new or modified goals or committee structure changes will be included in this plan in the next update. The Board reviews goals and strategies for any changes in order to keep CareerSource Brevard at the forefront of innovative, high quality service delivery to both businesses and career seekers. CareerSource Brevard utilizes a committee structure to nurture and develop the strategic goals which support the mandated performance measures, local performance measures, local mission and vision of CareerSource Brevard. All of the strategic goals are assigned to one of the following committees:



Industry Workforce Committee (2017)

Goal: Identify current and future workforce needs of the business community and create solutions to meet their needs.

Objective 1: Implement Sector Strategies in Key Industry Sectors (include EFSC Advisory Council info)

Strategy 1	Strategy 2	Strategy 3			
Effective implementation and outcomes in the Manufacturing Sector	Effective implementation and outcomes in the Healthcare Sector	Effective implementation and outcomes in the IT Sector			

Objective 2: Support Additional Key Industries through Sector Work

Strategy 1	Strategy 2				
Effective implementation and outcomes in the Aerospace and Aviation Sector	Effective implementation and outcomes in other Sectors				

Objective 3: Develop and Implement Overall Initiatives in Sector Strategies

Strategy 1	Strategy 2				
Create more visible, accurate and timely data	Educate and recruit critical partners for Sector Strategies				

Career Center Committee (2017)

GOAL: Create a Career Center Model that is one of the top choices for career seekers and businesses in Brevard by offering quality workforce products and services.

Objective 1: Offer the highest quality of services to Career Seekers to enable them to become the talent that the businesses need

Strategy 1	Strategy 2	Strategy 3	Strategy 4	Strategy 5	
Increase the skills needed in the labor force to meet the demands of local and regional businesses.	Improve the lives of Brevard County's Youth & Young Adult population by offering services & programs that benefit this population & prepare them for the workforce.	Work to identify and find hidden talent in a low unemployment environment.	Work with other Workforce Boards and Organizations to find innovative processes/ collaborations around Career Seekers that can be shared.	Ensure that measureable continuous improvement is being utilized throughout the CareerSource Brevard organization.	

Objective 2: Offer the highest quality of services to Businesses to meet their workforce needs.

Strategy 1	Strategy 2	Strategy 3			
Track & improve Business	Work with other Workforce Boards and Organizations to find	Help Businesses Train and Retain their workforce.			

engagement Activities	innovative processes/ collaborations around Business Services.				
Objective 3: Create a data centered environment to measure the success of CareerSource Brevard services.					
Strategy 1	Strategy 2	Strategy 3			
Create a method to display CareerSource Brevard Federal, State and Career Center Contract measures in a simplistic, easy to understand snapshot.	Create a method to measure CareerSource Brevard value to the Brevard Community as a source that is used by career seekers and businesses.	Measure the Customer Satisfaction of both Career Seekers and Employers.			
Objective 4: Develop & implement Marketing & Outreach to businesses and career Seekers so that they are aware & utilize CareerSource Brevard services					
Strategy 1	Strategy 2				
Develop a comprehensive portrait around CareerSource Brevard career seeker's services (includes special grants that might work with targeted populations/events)	Develop a comprehensive portrait of CareerSource Brevard business services (includes special grants that might target certain industry sectors/events)				
Executive Committee (2017)					
Goal: CareerSource Brevard Provide Executive Oversight of CareerSource Brevard.					
Strategy 1	Strategy 2	Strategy 3	Strategy 4		
Grow the Resources of the Board	Develop and Implement Federal, State and Local Advocacy plans to address workforce issues impacting CareerSource Brevard	CareerSource Brevard plan & implement regional activities with other workforce boards with a focus on Flagler/Volusia & Central Florida	Implement Board Governance Activities via Ad-Hoc Committees as needed		

Governance/Finance Committee (2017)

Goal: To review and make recommendations to the By-laws, recruit new board members, board training and review of financial documents.

Strategy 1	Strategy 2	Strategy 3	Strategy 4	Strategy 5	
Recruit new board members.	Update By-Laws	Provide Board Training	Review Financial Documents	Review Auditing and Monitoring Reports	

- (2) Describe the local area's strategy to work with entities that carry out the core programs to align resources available to the local area to achieve the strategic vision and goals established by the local board.

CareerSource Brevard has a history of strong partnerships with local business, educators and other partners. Representatives of the core programs will share information to develop a better understanding of each other's programs and services. This will provide a seamless continuum of services for customers and will serve to reduce duplication. Ultimately the goal of the core partners is to assist customers in becoming self-sufficient and productive. This LWDB continues to align our programs and ensure business and individual customers are aware of the full array of available services. One of the goals to achieve its strategic vision is to tactically align its workforce development programs to ensure that employment and training services provided by the core program entities identified in WIOA are coordinated and complementary so that job seekers acquire skills and credentials that meet employers' needs. CareerSource Brevard plans to accomplish this goal by implementing the following objectives:

- Convene initial and periodic meetings of the core programs' key staff to discuss and determine how to best coordinate and complement service delivery so that job seekers acquire the skills and credentials that meet employers' needs.
- Hold periodic strategic meetings with the business community to ascertain the skills and credentials employers need. All core program entity key staff will have access to this plan. All will be invited to participate in these strategic meetings and work with CareerSource Brevard to determine what changes, if any, are needed based on this input from local employers.
- Conduct periodic gap analyses through surveys and discussions with the business community to identify the skills and credentials employers in key industry sectors currently need in the short term and will need in the long term. All core program entities' key staff will be invited to participate in the discussion with the local employers, review the final

draft of the analysis of the survey results, disseminate the final report and work with CareerSource Brevard to determine what changes, if any, are needed based on this input from local employers in targeted industry sectors.

- Develop strategies to support staff training and awareness across programs supported under WIOA as well as other key partner programs.
- Develop, execute or update Memoranda of Understanding and Infrastructure Funding Agreements with core program entities and other key partners that will document agreed upon strategies to enhance the provision of services to employers, workers and job seekers, such as use and sharing of information, performance outcomes, and cooperative outreach efforts with employers.
- Advocate for and support an integrated information system at the state and local level that would allow entities that carry out the core programs to better coordinate service delivery for joint customers and cross program referral.
- Work closely with Adult Education to help students obtain relevant industry recognized certifications along with their GEDs.

(3) Describe the actions the local board will take toward becoming or remaining a high-performing board, consistent with the factors developed by the state board pursuant to section 101(d)(6) of WIOA.

CareerSource Brevard will continue its practices and processes that have, to date, resulted in a high-performing board that is business-led, market-responsive, results-oriented and integrated with other workforce development system partners. Our current high-performing board fosters customer service excellence, seeks continuous improvement and demonstrates value by enhancing employment opportunities for all individuals.

Policies, practices and processes that define this high-performing board and the way it conducts business include, but are not limited to, the CareerSource Brevard Board accomplishing the following:

- Analysis of strategic alternatives and adjust as necessary the strategies based on changing conditions;
- Monitor the implementation of strategies established and performance achieved;
- Evaluates its budget, resource allocations, cost sharing and expenditures on a routine and periodic basis; The CareerSource Brevard Board maintains a strong focus on performance, results and measures of success;

- The CareerSource Brevard Board's agenda includes financial, strategic, governance, operational and other key workforce issues that provides the structural framework for the board's oversight;
- The CareerSource Brevard Board solicits and considers input from the community and customers;
- The CareerSource Brevard Board maintains a governance structure/framework that is responsive to its stakeholders;
- The CareerSource Brevard Board practices pro-active governance, especially related to board member recruitment and reappointment;
- The CareerSource Brevard Board oversees the quality of leadership and management;
- The CareerSource Brevard Board maintains and adheres to a board leadership succession plan;
- The CareerSource Brevard Board maintains a constant communication with key stakeholders on the organization's achievements and plans.

It is the intent of the CareerSource Brevard Board that these focused and deliberate policies, practices and processes will maximize the competitiveness of the businesses and the productivity of the workforce, thus increasing economic prosperity in our local area.

- (4) Describe service strategies the LWDB has in place or will develop that will improve meeting the needs of customers with disabilities as well as other population groups protected under Section 188 of WIOA and 29 CFR Part §38.

One the goals of CareerSource Brevard to achieve its strategic vision is to improve services to individuals with disabilities and other protected groups to increase their access to high quality workforce services and prepare them for competitive integrated employment. Disability statistics provided by the American Community Survey show that in 2016 approximately 94,000 persons with disabilities in Florida, aged 21-64 classified themselves as "not working but actively looking for work". While we do not have the breakdown by region, this statistic further highlights the potential of an innovative model designed to streamline the process of getting back to work or working for the first time. CareerSource Brevard plans to accomplish this goal by use of the following service strategies and objectives:

- Bring together core program entities' staff, key partner staff and the business community to integrate services and supports, "blend" and "braid" funds, and leverage resources

across multiple service delivery systems to improve services to individuals with disabilities and other protected groups.

- Create systemic changes in service delivery design and relevant programs by establishing partnerships, processes, policies, alternate assessments, and programs that better connect education, training, workforce, and supportive services to improve employment outcomes of individuals with disabilities and other protected groups in existing career pathways programs.
- Use the results from the USDOL Human Centered Design Challenge completed April 2016 to improve services
- Promote more active engagement with the business sector to identify the skills and support that workers with disabilities and other protected groups need and to better communicate these needs to the core programs' staff, other key partners, education and training providers, job seekers, and state decision-makers.
- Continue to provide physical and programmatic accessibility to employment and training services for individuals with disabilities.
- Access the physical and programmatic accessibility of all our centers and training vendors' facilities.
- Work with our core program partner, Vocational Rehabilitation, to provide youth with disabilities extensive pre-employment transition services so they can successfully obtain competitive integrated employment.
- Continue to develop our local partnership with Brevard Achievement Center (BAC), whose mission is to "provide persons with disabilities innovative services and opportunities to achieve personal success." We currently share space with BAC, offer some introductory and orientation workshops for persons with disabilities who are also customer of BAC.
- Improve the employment outcomes of individuals with disabilities and other protected groups who are unemployed, underemployed, or receiving Social Security disability benefits, by refining and expanding services available through our local centers to connect them to existing successful career pathways programs.
- Provide more and diversified job-driven training opportunities for individuals with disabilities and other protected groups, including work-based training approaches such as on-the-job training, Registered Apprenticeships, internships, paid work experience, transitional jobs, etc.

- Increase the number of individuals with disabilities and other protected groups who earn credentials, including high school diplomas, industry-recognized certificates, and two-year and four-year postsecondary degrees, that enable them to compete for employment along a career pathway in targeted industries and other high-demand and emerging occupations.

CareerSource Brevard utilizes the Ticket to Work Model to increase the employment options for persons with disabilities who are committed to becoming employed. One of the key features of this model is the processes and techniques which quickly focus the customer on employment and the steps necessary to gain and retain a job. This is paramount and makes it easier to work through the remaining real and perceived barriers as well as the impact to Social Security payments. Persons with disabilities who hold tickets or are eligible for the Social Security Administration's Ticket to Work (TTW) program are often low income, under-skilled and often disconnected individuals. This model can best be described in phases and allows for a greater volume of persons with disabilities to access the resources while improving the odds that the job seeking customer can be successful in working with a career center professional. Two of the three phases involved are "virtual" services. That is – using phone, web-based connection (e.g. Adobe Connect/Go to Meeting) and a personal computer.

Phase		Service Method	Summary
1	Pre-Employment	Virtual by ENC	Customer initiates access to the resources engaging with an on-line video describing the service, completes an online application which includes forms required by TTW, interfaces with the Employment Network Coordinator (ENC) using phone and computer resources for pre-employment activities. The result of this virtual phase is a determination by the ENC that the customer is a ticket holder, suitable, motivated to work with career center staff and the ticket has been assigned. ENC will make a case note in employflorida.com which in turn will be a turnover point for Phase 2 to begin. DEO will provide a suitable service code to identify participants with tickets assigned.
2	Employment Search /Skills Improvement	Staff assisted services	DVOP or formula funded Case Manager will provide WIOA intensive services and/or training services designed to achieve an employment outcome whereby the eligible job seeker with a disability would earn a sufficient wage to achieve milestone payment outcomes
3	Follow-Up	Virtual by ENC	Once the eligible job seeker with a disability is exited from the WIOA program with a positive outcome of employment, the ENC is required by the ticket to work program to conduct quarterly follow-up during post-employment. This is necessary for up to five years. This follow-up is conducted by an experienced ENC and is a short virtual touch point. This follow-up however, is imperative to meet both program requirements and the success of the program.

In pursuit of providing service strategies to all customers with special needs and disabilities, CareerSource Brevard coordinates with various agencies who provide services to persons with disabilities. As specified in WIOA, the Equal Opportunity Officer investigates all grievances regarding and allegations of discrimination based on race, color, sex, national

origin, disability, age, citizenship, political affiliation, beliefs, genetic information or marital status. If an individual has a complaint regarding level of services or customer service Region 13's policy is to try and resolve the issue at the lowest level. As per policy a complaint will first be referred to the Center Manager level and if not mutually resolved to the customer's satisfaction they are afforded the opportunity to submit the grievance in writing to the Vice President of Operations for further investigation. If no resolution is obtained they are able to provide a written grievance to the CareerSource Brevard President and Executive Committee for final resolution. To better meet the needs of other protected groups, training is provided to ensure all staff is aware of the proper procedures regarding grievances and complaints. The EEO Officer will also conduct training regarding the different avenues in which a grievance or complaint may be filled.

- (5) Describe the process used to develop your area's vision and goals, including a description of participants in the process.

The vision and goals contained within CareerSource Brevard' plan were developed under the leadership of the CareerSource Brevard Board. Many regional entities, including our core program partners, Board of Director members, local employers (including those within our four targeted industries), other partner agencies, the County Commission, Chambers of Commerce, Economic Development Corporations, training vendors and local education agencies provided valuable feedback in this collaborative process. This local and regional involvement and feedback from our stakeholders in this process has been at the forefront of all aspects of our vision and goal creation and their input and guidance has played a major role in this plan's foundation.

CareerSource Brevard updated the strategic plan by holding a board retreat in February 2017. As stated earlier, CareerSource Brevard held a Board Strategic Planning Retreat on February 20, 2020. A summary of this information will be inserted when available.

The board members, core program entities, partner agencies, local employers, County Chief elected official representatives, and other participants had the opportunity to communicate and offer guidance on their areas of interest and expertise within the plan. The plan process has also provided an opportunity for public comment and input into the development of all components of the plan, including the vision and goals established, as CareerSource Brevard made the plan available through a posting on our website, other electronic means and in open

meetings to ensure transparency to the public. With the dynamic exchange of information and input received, CareerSource Brevard has been able to successfully develop a solid strategic plan which identifies the vision, goals and objectives that CareerSource Brevard will pursue to provide enhanced and coordinated programs and activities offered to our customers within this workforce area. There is a unique opportunity for the board and other community partners to come together in conversations about the workforce and community challenges in the region.

The CareerSource Brevard Workforce Development Board will seek to provide a base of leadership in the region for workforce, education and economic development solutions. As the board refines goals and strategies, and develop goal implementation methods, the board will reach out to the community to form partnerships to leverage resources and expertise.

- (6) Describe how the LWDB's goals relate to the achievement of federal performance accountability measures to support economic growth and self-sufficiency (WIOA §108(b) (1) (E)).

The local vision, goals and priorities are consistent with the state plan and demonstrate a broader strategic planning approach as called by the U.S. Department of Labor's Employment and Training Administration's requirements as included in WIOA §108(b)(1)(E). CareerSource Brevard past high level of achievement and experience in management of the federal performance accountability measures namely; assisting local job seekers in entering employment, retaining their employment and earning a self-sufficient wage has been pivotal in the adoption of the LWBD's vision and underlying goals noted below:

- Helping to prepare job seekers to enter or reenter the workforce through basic career services, individualized career services, skills upgrades, receipt of stackable certifications, and work-based training provide a skilled workforce to the local employers resulting in employment which supports and drives federal performance measures. CareerSource Brevard noted goals below relate to and support attainment of LWDB performance levels.
- Collaboration across all partners, and other local area workforce boards supports efficiencies across programs, sharing of resources and promotes common goals driving higher levels of performance for the entire one-stop system as well supporting economic growth and job seeker self-sufficiency.

- The LWBD's goals promote a system of monitoring, self-assessment, and evaluation helping to define improvements and targeted change to maintain a model of continuous improvement driving achievement of federal performance levels.

(7) Indicate the negotiated local levels of performance for the federal measures (WIOA §108(b) (17)).

Annually under CareerSource Administrative policy #FG-OSPS 88, CareerSource Florida with Department of Economic Opportunity (DEO) acting as the representative of CareerSource Florida, requires the local Boards and CareerSource Florida to negotiate and reach agreement to local levels of performance for each of the 12 performance indicators identified under 20 CFR 666.300.

Negotiated local levels of performance or annual goals are based upon regression modeling methodology transitioning to statistical analysis modeling as to be determined by CareerSource Florida and the DEO. Current negotiated levels of performance for CareerSource in the area are as follows:

Measures	PY 2018-2019 Proposed Performance Levels	Accept Proposed Performance Levels? (Yes or No)	Proposed Level of Performance (Leave blank if accepting State Performance Level)
Adults:			
Employed 2nd Qtr After Exit	86.0%	Yes	
Employed 4th Qtr After Exit	83.0%	Yes	
Median Wage 2nd Quarter After Exit	\$7,500	No	\$6,850
Credential Attainment Rate	69.0%	No	62%
Dislocated Workers:			
Employed 2nd Qtr After Exit	83.0%	Yes	
Employed 4th Qtr After Exit	79.0%	Yes	
Median Wage 2nd Quarter After Exit	\$6,850	Yes	
Credential Attainment Rate	68.0%	No	60%
Youth:			
Employed 2nd Qtr After Exit	75.0%	No	70%
Employed 4th Qtr After Exit	69.0%	No	65%
Credential Attainment Rate	75.2%	Yes	
Wagner-Peyser:			
Employed 2nd Qtr After Exit	63.0%	Yes	
Employed 4th Qtr After Exit	64.0%	Yes	
Median Wage 2nd Quarter After Exit	\$5,100	Yes	

(8) Describe indicators used by the LWDB to measure performance and effectiveness of the local fiscal agent (where appropriate), contracted service providers, and the one-stop delivery system in the local area (WIOA §108(b) (17)).

The LWDB uses the negotiated performance measures as the indicators for fiscal agent, contracted service providers, administrative entity, and the one stop operator. Factors such as program enrollment, active participants, placements and other relevant outcome measures, wage at placement and retention are incorporated into the LWDB's strategic plans and reviewed quarterly by the LWDB. These factors are included in service provider contracts with annual goals. The one-stop operator also has performance measures or Career Center standards, monitoring findings, and Performance Model activities. The LWDB uses various reports from the State of Florida's database as well as the monthly management report provided by the State as indicators of how performance is progressing throughout the year. In addition to program reports the effectiveness of the fiscal entity is measured through independent audits, independent agreed upon procedures, and administrative monitoring conducted by the State of Florida.

(9) Describe the definition of "self-sufficiency" used by your local area (WIOA §108(b) (1)).

Self-sufficiency utilized by CareerSource Brevard is contained in Policy PLN 01-08 "Self-sufficiency Policy". Self-sufficiency may vary depending on the program and/or funding source. CareerSource Brevard periodically conducts a study to determine the household wage required for a family to attain self-sufficiency. It is not CareerSource Brevard intent for this study to be a determinate of a fair wage, but a reference in considering wages needed to meet the costs of housing, food, clothing transportation, health care, and other necessities without Federal, State, or local intervention. This study is a tool to assist customers in developing their plans to attain self-sufficiency. CareerSource Brevard has determined that self-sufficiency for CareerSource Brevard shall be at \$20.00 hourly. This is based on calculations for a family of three (3) using the most current Brevard/Region 13 Living Wage Study. This self-sufficiency hourly rate may be adjusted as the CareerSource Brevard President directs based on the study and may be waived when the President or designee determines that there is an industry, employer or job-seeker need which can be substantiated. The following applies depending on the situation:

Unemployed Adults: Annualized Family earnings of 250 percent or more of the Lower Living Standard Income Level (LLSIL) based on family size as determined annually by the Secretary of Labor. Earnings are calculated by totaling the household's gross WIOA-countable income for the last six months and then doubling that amount.

Dislocated Workers: There is no income threshold or limit that the individual or family must meet in order to receive services as a dislocated worker. Training may be available to DW when after an interview, evaluation, assessment or career planning/case management a person is determined unlikely or unable to obtain or retain employment that leads to self-sufficiency or higher wages from previous employment through career services alone. Dislocated workers who have become re-employed in "stop-gap" jobs (a job with a lower rate of pay than the job of dislocation or if they are working substantially under the skill level of their previous occupation) may receive training if training is determined necessary in order to obtain or retain employment that leads to economic self-sufficiency.

Additional Considerations

Eligible adults and dislocated workers employed in an industry identified as in decline by the CSB President or designee shall be deemed as having income below the thresholds referenced above.

Welfare Transition

Individuals must meet earnings eligibility outlined by state and federal regulations. WT participants may receive transitional services for two years so long as their earnings do not reach or exceed 200 percent of the Lower Living Standard Income Level (LLSIL).

COORDINATION OF SERVICES

- (1) **Coordination of Programs/Partners:** Describe how individualized career services are coordinated across programs/partners in the one-stop centers, including Vocational Rehabilitation, Temporary Assistance for Needy Families (TANF) and Adult Education and Literacy activities. Specify how the local area coordinates with these programs to prevent duplication of activities and improve services to customers.

CareerSource Brevard has established strong, robust and sustained partnerships with core programs where core programs do fall under the direct oversight of CareerSource Brevard and the one-stop system. CareerSource Brevard manages and has oversight of a wide range of core programs. Coordination is managed within a direct line of supervision with coordinated service delivery and accountability.

Core Programs managed through direct services include:

- Labor Exchange services provided under Wagner-Peyser staff;
- Veteran's Employment programs;
- WIOA Adult, Dislocated worker and Youth services;
- Trade Adjustment Assistance programs;
- TANF programs authorized under Social Security Act Title IV, Part A;
- Reemployment Services and Eligibility Assessment Program (RESEA) providing employment services to DEO's state Unemployment Compensation recipients;
- Unemployment Compensation program via information and local navigation assistance to DEO's state Unemployment Compensation program.

Core programs and services are coordinated in a variety of ways. Some are managed through a contract provider, under Memoranda of Understanding, or some other methods such a participation in a local group, referral, etc. In some cases it is as simple as keeping lines of communication open. CareerSource Brevard. This includes:

- Title IV program services through the Department of Vocational Rehabilitation;
- Offender reentry services through the Brevard Reentry Task Force & our local reentry program RISE Brevard (Re-entry Intervention resulting in Successful Employment).
- Department of Juvenile Justice;
- Senior Community Service Employment program;

- Adult education and Literacy programs under Title II, local County Schools Adult and Education;
- Career and postsecondary technical education programs under Carl D. Perkins Career and Technical Education Act (Perkins V) through multiple training partners and apprenticeship programs;
- Brevard County Community Action Team (Community Services Block Grant);

Other workforce employment and training programs managed through direct services:

- TANF program employment and training services to the non-custodian parent through the CareerSource Brevard Non-Custodial Parent Employment and Training program
- CareerSource Brevard Supplemental Nutrition and Assistance Program (SNAP) Employment and Training program;
- CareerSource Brevard SSA Employment Network and Ticket to Work program.

When it is determined that individualized career services are appropriate for an individual to obtain or retain employment, then these services are made available to the individual through CareerSource Brevard center resources, center staff or partners. Career Counselors are highly familiar with the functions, basic eligibility requirements and the services of each program and can appropriately assist customers to access CareerSource Brevard programs and services, make knowledgeable referrals to partner programs; as needed and as appropriate given the authorized scope of the program. CareerSource Brevard and its partners work to organize and integrate services by function rather than specific program when permitted under each program's guidelines and as appropriate. The CareerSource Brevard team strives to coordinate staff and partner communication, capacity building, and training efforts. Service integration focuses on serving all customers seamlessly, including targeted populations, by providing a full range of services staffed by cross trained teams fluent with the purpose, scope and requirements of each program

The Florida Department of Education, Division of Vocational Rehabilitation (VR) is a more significant and mandated partner as part of WIOA. VR staff assists individuals with disabilities who are determined eligible for vocational rehabilitation services. Services include evaluation, counseling, guidance, developing job seeking skills, physical and psychological restoration, training, rehabilitation engineering, assistance in securing

equipment and licenses, job placement and follow-up activities. Persons with disabilities are assisted by all staff in the Career Centers. WIOA case management orchestrates service delivery and would therefore avoid duplication. Cross referrals between Center staff and VR may occur in person, by telephone or by email.

CareerSource Brevard – Demand Driven – Solutions Based

Our Demand Driven System

In 2020, we continue to see historically low unemployment, a tight labor market and the continued dialogue among leaders that the current workforce cannot meet the talent and staffing needs of business and industry. While other entities such as public schools, colleges, and government agencies all play a part in ensuring a quality workforce, CareerSource Brevard's goal is to contribute to the county's economic vitality by providing workforce training and services to meet the needs of targeted businesses and employers. This effort is of course within the resource limits and rules provided by our grantors.

A demand-driven system continues to identify employers as the primary customer. The employer is the end user of our system. In this model, the employer creates a "pull" based on demand or needs they have. The pull is on the supply of job seekers that can meet the employer's needs. This means that the workforce system's task is to provide resources, knowledge, training and

experience to help find, prepare, and ensure that persons are trained appropriately to fill the talent pipeline. This includes helping unqualified job seekers to understand what they need to do to meet the business needs and become employed. CareerSource Brevard responds to this "pull" by:

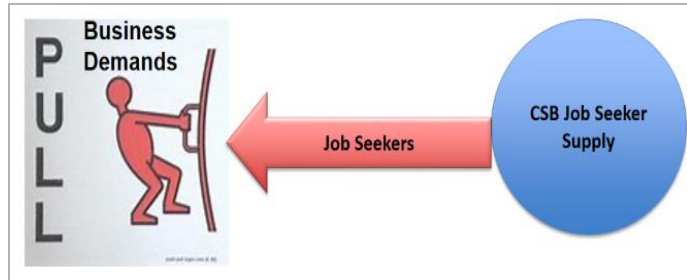
- Looking for and referring applicants who are already qualified;
- Looking for patterns of need among business sectors/clusters or individual companies that can inform the targeting of resources;
- Helping unqualified individuals understand why they are not being considered for a particular employment opportunity and what they need to do to become qualified;
- Assessing and addressing the services and training needed by job seekers to help



- them become qualified for employment that is appropriate to their aptitudes and interests;
- Creating, along with the employers, and ensuring delivery of, the training necessary to fill skills gaps.

Although employers are the primary customer, they are not the only customer in the demand-driven system. In order to ensure employers have what is needed to fill talent pipeline, CareerSource

Brevard must also consider the job seeker customer as a critical part of the equation.



In an effort to ensure that maximum performance is achieved for job seekers and business customers, the demand-driven concept is extended to our co-workers who are considered internal customers. Success comes by balancing all three. The focus requires effective communication about training programs, business needs and job seekers requirements all which are required to document success.

Looking at the customer triangle provided, each must do their part. Business Liaisons are the eyes and ears of the system representing employers and serve as agents to connect supply to demand. Career Counselors are the most knowledgeable about job seeker skills, education and experience. When Career Counselors are armed with employer requirements, they are better educated on the employer's needs, resulting in more quality referrals of job seekers. Since they have a better understanding of qualifications, Career Counselors can better serve the job seekers by making recommendations to ensure a job seeker is ready to meet the requirement. Other staff, including program, planning and administrative support play a key role in documenting performance, reporting and ensuring that our funding agents and grantors are happy with outcomes.

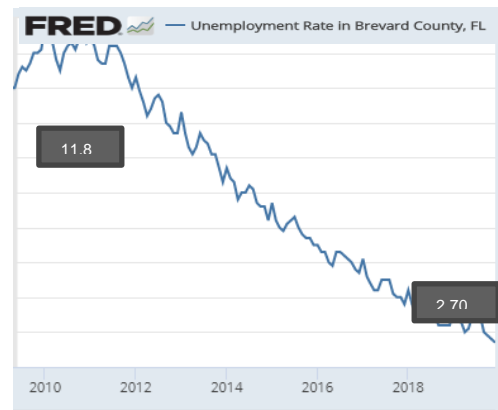


Because of our locally demand-driven process, CareerSource Brevard encourages local employers and workers to drive the discussion about critical hiring areas, training needs, and placement support. CareerSource Brevard follows up with customized services and supports, using federal programs, resources and laws related to talent development.

Through our expert delivery of services, CareerSource Brevard provided 71,224 services to 2,023 businesses, and played a roll in placing 5,687 people into jobs in PY 2018-19. From young people just beginning their careers to veterans, citizens, and many others, each of our clients can access not just interview skills, or resume support, but hard-hitting apprenticeships, on-the-job training, and other practical supports integral to career success.

Demand Driven – Solutions Based Customer Service Model

Over the last 10 years, the workforce development world has been changing across the nation. Specifically, in the Local Workforce Development Board 13 (Brevard County) region, the unemployment rate has drastically declined from an all-time high of 11.8% in January 2010 to 2.70% in December of 2019. Low unemployment rates, changing demographics among job seekers and new economic development challenges has required CareerSource Brevard to modify the customer service model and philosophies of providing services to businesses and job seeking customers to adapt to this new world.

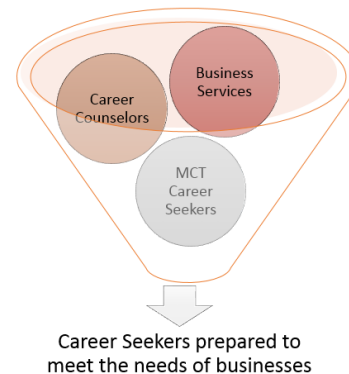


From 2010 until 2018, with the closure of the NASA Shuttle program along with the high jobless rate, CareerSource Brevard developed and operated on the “Business to Jobs” (B2J) customer service model using Business Process Re-engineering principles. This model assisted job seeking customers by focusing on business needs rather than the traditional “funding silo-driven” method of providing services. This integrated service model included cultural changes, operational adjustments and a career center design that met the needs at that time. B2J assisted in sustaining an overall increase in business use of the Career Centers and improved services for job seekers.



A New Model & Philosophy: Demand-Driven, Solutions-Based

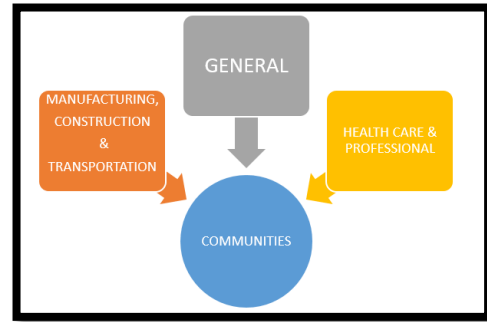
The reduction in the unemployment rate and improving economic conditions changed the volume and the characteristics of job seekers utilizing the career centers. The county-wide career center customer walk-in traffic, which was at a high of 166,000 in 2010, dipped to 36,000 in 2018. With the abundance of available jobs, many unemployed people often have more employment barriers and challenges that need to be addressed before continuing on their job seeking journey. Lower numbers of job seeking customers using the career centers creates challenges in meeting the business and industry needs for referral of job-ready, skilled applicants.



The new model continues to utilize portions of the B2J concepts as follows:

- Frontline customer services are not defined by “silo-driven” funding sources such as Welfare Transition, WIOA, etc. Instead, staff are assigned “communities” driven by business customers and industry needs. These communities are graphically displayed and include: Manufacturing; Construction & Transportation; Health Care & Professional; and General.

- Integrated case management functions are provided by staff for most customers.
- The new model includes the following changes:
 - The Workforce Services Room, previously utilized for Employ Florida registrations, was no longer needed as dedicated space with a lower volume of customers coming in to the centers. This space is allocated to other needed services and staff originally assigned to the WSR could be repurposed. There is no longer a need to provide a hand off of a customer from one work unit to another.
 - New customers and those needing job-search related assistance are now greeted by staff in the lobby and immediately directed to a general community area within the career center. This direct engagement has assisted in the prevention of losing customers after the initial contact.
 - This general community area includes a centralized arrangement of computers at kiosks used for job searching, resume writing and other services. Surrounding the kiosks that job seekers use are staff members including Career Counselors (CSR's), Customer Solutions Representatives, Employment Security Representatives (ESR's), Recruiters etc. This allows job seekers access to immediate additional assistance or to schedule an appointment as time permits.
 - Former Workforce Services Room staff have been reassigned to work directly with job seekers in this general community area. Here, they constantly circulate answering questions, providing technical assistance with registration and computer resources for job search.



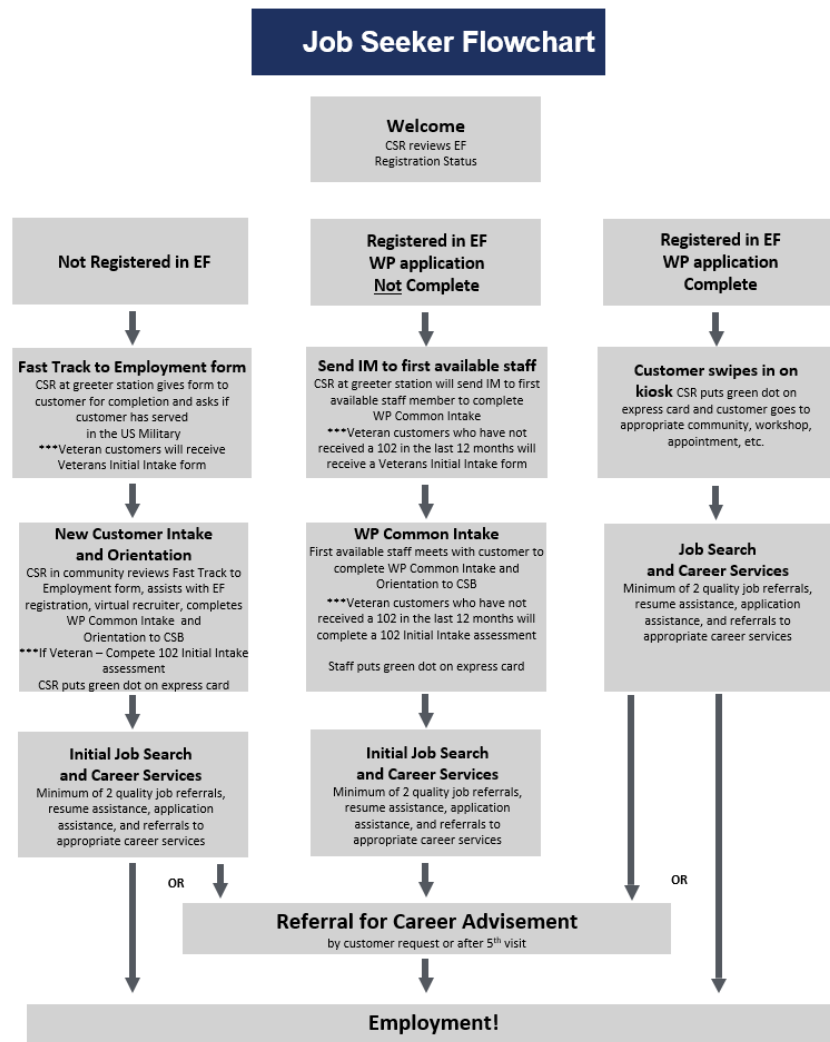
This new model was tested in our Rockledge Career Center in April 2018 and fully rolled out in the Palm Bay and Titusville centers in May 2018.

Advantages of our new model customer flow:

- Quicker & more intensive engagement of customers in communities.
- Career Center teams are fully integrated together, fostering an environment to share ideas and information.

- Career Counselors have the advantage of being integrated with universal job seekers, which enhances the customer service opportunities from Career Counselors. This creates more awareness of the customer's needs and the ability to connect with the job seeker about specific programs, grants or services we offer.
- Job Seeker customers have more staff members (Customer Solutions Rep, Employment Security Reps) available to assist them at any given time, and are also able to easily access Career Counselors if case management services are needed.
- Job Seeker customers are more aware of the vast array of CSB programs and services we offer, since they are sitting in the same proximity as our business services team, Career Counselors, special grants staff, etc.
- Instant access to computers and resources is now provided, saving job seeker customers time from having to wait in the lobby.

The following chart will assist in visualizing the process.



- (2) **Coordination with Economic Development Activities:** Describe how the local board coordinates workforce investment activities carried out in the local areas with economic development activities carried out in the local area (or planning region) in which the local area is located and promotes entrepreneurial training and microenterprise services (WIOA §108(b)(5)).

CareerSource Brevard recognizes the importance of coordinating workforce and economic development activities in order to focus on long- term economic growth. Workforce and Economic Development leaders within the area have placed a priority on coordinating. Economic Development leaders have always had a seat on the LWDB in order to provide input and participate in workforce planning efforts. On an annual basis CareerSource Brevard reviews the state, local and regional economic development goals to determine the level of

alignment of the Regional Targeted Occupations List (RTOL) and Key Industries for the region. Alignment has been approximately than 90%. The LWDB also participates on the Economic Development Commission of Florida's Space Coast (EDC), works with municipal and community development district economic development efforts. Since such efforts have local, regional and even statewide initiatives, CareerSource Brevard attempts to maximize our partnership with all efforts. Examples of coordinated efforts include:

- The EDC refers new employers to the workforce system, promotes workforce services at workshops, Incumbent Worker Training, and Quick Response Training (Florida Flex) programs. Business Liaison can assist with and understanding of the process.
- CareerSource Brevard participates in and provides letters of support for new projects including allocation of training resources for new or expanding companies. Companies must meet WIOA requirements, have documented training needs and participant employees must meet applicable requirements.
- The EDC has participated in AIM (Advancing in Manufacturing) Sector Strategy focused on Advanced Manufacturing which is now being coordinated by the EDC.
- A Skills Gap Analyses were undertaken in partnership with CareerSource Central Florida and Flagler/Volusia to quantify the current and future demand for skill sets, so that a pipeline of talent could be developed for the area's most challenging to hire skill sets. The analyses sought to understand skill sets on the granular level at which hiring managers must make decisions. In addition to quantifying skill set gaps.
- Additionally, the CareerSource Brevard works directly with Business Associations to identify the workforce needs of the businesses, job seekers and workers in the local area. Business Associations increase the awareness of the region and its services in the community. Ongoing communication is critical to the success of the partnerships. Ongoing meetings to discuss business needs and satisfaction of employers ensure the region has an inside look at the workforce from an economic development perspective

Entrepreneurism is an important marker in the economy, part of the generation or regeneration of communities, and often a beacon for the future. In our community, entrepreneurship is alive and well and supported by programs available through CareerSource Brevard partners. Entrepreneurship is not just about making money or learning to run a business, it is business foundation growth and the creation of jobs. As such, CareerSource Brevard maintains a resource listing that is shared with persons who are interested. The list is as follows:

Florida Small Business Development Center at Eastern Florida State College –Brevard Small Business Assistance Council -

<http://www.easternflorida.edu/academics/workforcetrainingandcertifications/sbdc/>.

The Florida SBDC is Florida's provider of small business assistance. As a federally funded organization, the Florida SBDC offers numerous resources, services, workshops and seminars to small business owners and entrepreneurs in order to help them succeed and grow. The Florida SBDC at Eastern Florida State College has been actively serving Brevard County since 1990 as a sub center of the Florida SBDC at the University of Central Florida.

Florida SBDC sponsors seminars and workshops at no cost and fee-based courses and conferences that address a variety of topics, such as business start-up, basic management techniques, business planning, record keeping, specific industry issues, government contracting, international trade, marketing, social media and many others depending on clients' requests and needs.

Florida SBDC also offers consulting at no cost at EFSC locations, and your place of business. Our consultants provide initial interviews in which clients' needs, problems and opportunities are diagnosed and a plan developed to fill those needs. The FSBDC has access to resource and reference materials where small businesses can find useful information on issues such as demographics, taxes, financing, marketing and more.

SCORE Space Coast – SCORE (formerly the Service Corps of Retired Executives) -

<https://spacecoast.score.org/>

SCORE has been serving the needs of America's small businesses for almost 50 years. **SCORE** is a nonprofit association dedicated to helping small businesses get off the ground, grow and achieve their goals through education and mentorship. Because our work is supported by the U.S. Small Business Administration (SBA), and thanks to our network of over 13,000 volunteers, we are able to deliver our services at no charge or at very low cost. Our 340+ chapters hold events and workshops locally across the U.S. and its territories, and match up entrepreneurs with local, volunteer mentors. **SCORE** provides professional guidance and information, accessible to all, to maximize the success of America's existing and emerging small businesses. This mission is achieved by identifying, meeting and exceeding client needs and expectations. **Space Coast SCORE** has served the Space Coast business community in Brevard County since 1977. The chapter provides various forms of assistance to over 500 clients each year. **Counseling** is provided at five **locations** each week throughout Brevard County.

SBA – U.S. Small Business Administration - <https://www.sba.gov/>

SBA provides free individual face-to-face, and internet counseling for small businesses, and low-cost training to nascent entrepreneurs and established small businesses in over 1,800 locations throughout the United States and US territories.

We Venture at Florida Institute of Technology - <http://weventure.org/>

We VENTURE at Florida Institute of Technology, is a non-profit organization that ventures to accelerate sustainable business growth for entrepreneurs. We Venture's Women's Business Center Program is funded in part through a cooperative agreement with the U.S. Small Business Administration. we VENTURE offers targeted, highly-effective training to start-ups, emerging businesses and second-stage growth-oriented companies, that is designed to deliver increased revenue generation, targeted market penetration, expanded business relationships, access to critical resources and increased financial expertise. We provide consultations with business experts, workshops to enhance your business skills, mentoring programs for growth-oriented businesses and purposeful networking opportunities that assist "womenpreneurs" in accelerating sustainable business growth and leveraging digital technology.

Brevard County Chamber of Commerce - <https://www.countyoffice.org/fl-brevard-county-chamber-of-commerce/>

Find Brevard County Florida chamber of commerce, and local city business chambers. Chambers of commerce provide information on local business listings and directories, business practices, networking meetings, events, and marketing.

Department of Economic Opportunity - <http://www.floridajobs.org/business-growth-and-partnerships/for-businesses-and-entrepreneurs/business-resource>

Florida is committed to increasing its global competitiveness as a destination for business, capital, talent, innovation, and entrepreneurship. The Department of Economic Opportunity utilizes public and private sector expertise to attract, retain and grow businesses and create jobs in Florida. The links on DEO's page will connect you with those partners and opportunities that will assist you in locating, retaining and growing your business in Florida or for easy access see the index of programs and services.

Brevard Small Business Assistance Council - <http://www.bsbac.org/>

BSBAC is a not-for-profit council made up of prime and government contractors in Brevard County. Representatives from procurement offices and small business liaison offices of our leading employers are represented on this council. This council is governed by 19 member board including, 45th Space Wing, NASA, Harris, Lockheed Martin, Boeing, Space Coast Launch Services, AAR, IAP Worldwide and resources in our County that assist small businesses such as the Small Business Development Center at Eastern Florida State College (SBDC), weVenture powered at Florida Institute of Technology, Economic Development Commission of Florida's Space Coast (EDC), FL Business & Manufacturing Solutions, Inc., Carr Riggs & Ingram LLC, Procurement Technical Assistance Center (PTAC), Florida 8(a) Alliance and Betten Murphy & Weiss Attorneys, PA. The purpose of this Council is to provide local opportunities for networking, learning and coordinated advocacy on issues that influence small businesses in Brevard County.

— Julie Song, President

Veteran Entrepreneur Portal - <https://www.va.gov/osdbu/entrepreneur/index.asp>

The Veteran Entrepreneur Portal (VEP) is designed to save you time with direct access to the resources necessary to guide every step of entrepreneurship. VEP makes it easier for small businesses to access federal services, regardless of its source—and quickly connects Veteran entrepreneurs to relevant 'best-practices' and information.

America's Small Business Development Center (SBDC) Florida – Florida's Veteran-Owned Businesses - <http://floridasbdc.org/new-business/>

As the only statewide provider of entrepreneurial and business development services, the Florida SBDC Network plays a vital role in Florida's economic development by assisting entrepreneurs in every stage of the business life cycle.

Since 1976, FSBDCs have assisted hundreds of thousands of emerging and growing businesses by providing the professional expertise, tools, and information necessary to make sound business decisions in a complex and ever-changing marketplace.

In addition to the FSBDC's core service offerings of consulting provided at no-cost, training, and business research, the Florida SBDC Network also provides a comprehensive toolkit of specialized services for qualifying businesses looking to accelerate market growth, including: Growth Acceleration, International Trade, Government Contracting, and Business Continuation.

Colaunch Partnership - <https://www.colaunch.biz/about>

COLaunch Titusville is a program of the North Brevard Economic Development Zone, who has granted the Greater Titusville Renaissance, Inc. the opportunity to manage and maintain COLaunch. Through GTR's Business Development Programs, COLaunch will bring to Titusville, an innovative approach in entrepreneurship, and independent work options.

- (3) Coordination of Education and Workforce Investment Activities:** Describe how the local board coordinates education and workforce investment activities carried out in the local area with relevant secondary and postsecondary education programs and activities to coordinate strategies, enhance services, and avoid duplication of services (WIOA §108(b)(10)).

While the workforce system's core functions remain focused on employment, WIOA's legislative intent was to significantly impact state policies and ultimately provide more access to postsecondary credentials than occurs with workforce and postsecondary systems working independently. CareerSource Brevard has an extensive history of effective alignment between workforce programs and public secondary and post-secondary institutions and agencies particularly those within community colleges and technical training institutions. CareerSource Brevard continues to work collaboratively with the local secondary and post-secondary education programs in the community to fully implement the strategic intent of WIOA.

WIOA requires the coordination of training costs with funds available from other sources. The WIOA legislation stipulates that WIOA funds are to be coordinated with Title V Higher Education Act, such as PELL Grants, FSEOG and Florida Student Assistance. This stipulation is for two main reasons: 1) to avoid duplicate payments in cases where a participant may be eligible for both funds, and 2) to maximize the use of federal funds so that participants will avoid taking out student loans for training. CareerSource Brevard encourages participants to establish eligibility for PELL Grants, Federal Supplemental Educational Opportunity Grants (FSEOG) grants, Post-Secondary Adult Vocational Grants (PSAV) and other financial aid during the process of determining suitability for participation in a training program.

CareerSource Brevard has pioneered the development and use of a "Scholarship Unit" as a financial aid resource available to qualified customers. Once a customer is determined to be eligible for training services, funds can be accessed through Individual Training Accounts (ITAs). The Scholarship Unit (SU) reviews and approves all training and supportive services.

The SU is comprised of senior contractor and Board staff who review the information compiled by the front line staff to ensure that the training opportunity is appropriate and a good investment of public funds. Each member of the SU votes independently. The SU process is conducted electronically and allows SU members to ask questions of the front line staff and receive clarification before casting their vote. CareerSource Brevard assists in ensuring that priority is provided to the appropriate persons. Customers will, with staff assistance, choose from a list of eligible training providers to select their training program. Scholarship Unit reserves the right to decline funding an ITA in those instances where the customer and the assigned staff cannot reach consensus on the occupational choice, or if the customer already has a degree in a viable occupation. This Unit is responsible for reviewing and approving all scholarships (ITA's) for CAREERSOURCE BREVARD sponsored funding, such as WIOA, and WT funds. It is also responsible for the management of supportive services funds. Other responsibilities include:

- Justifying training based upon the student's assessment results and career plan.
- Brokering educational information. This includes performance, cost and requirements of programs offered through local educational entities.
- Brokering information on all available financial aid, including Pell Grants, private training funds and scholarships.
- Providing accurate and timely information regarding anticipated training needs to Career Center Management to facilitate the maintenance of the Career Center budget for training.
- Providing information to the Contractor to assist in maintaining a scholarship and training database as a resource tool for all staff and customers.
- Ensuring that Career Center staff has feedback and information from the Scholarship Unit that helps them with electronic budget preparation, justification of training and projecting future needs.
- The unit also provides review and approval of On-the-Job training, Work Experience, Employed Worker Training and now Transitional Job opportunities for the business and job seeking customers.

CareerSource Brevard has served as a broker, convener, facilitator, engineer and/or implementer of strategic initiatives to align workforce investment and education. Over the

next four years, the organization will continue to lead regional stakeholders in the effort to build upon existing successful strategies and spearhead collaborative innovation:

- CareerSource Brevard will place special emphasis on the development, implementation and/or expansion of strategies for meeting the needs of local employers, workers and jobs seekers through sector partnerships related to in-demand industry sectors and occupations;
- CareerSource Brevard will work with our core partner programs to facilitate the development of career pathways, especially within targeted industry sectors, as a strategy to help individuals of all skill levels complete the education and training they need to attain industry recognized credentials and as a strategy to meet the skills requirements of business in-demand industries or occupations. In order to achieve these strategic goals our relationship with educational providers in the region is paramount.
- CareerSource Brevard attends the Eastern Florida State College Industry Advisory Councils. This provides EFSC industry information via our Industry Relations staff for the following areas: Manufacturing & Engineering Technology; Computer Science & Information Technology; Business Administration & Office Technology; and Healthcare & Life Sciences.

- (4) Coordination of Transportation and Other Supportive Services:** Describe how the local board coordinates workforce investment activities carried out under this title in the local area with the provision of transportation, including public transportation, and other appropriate supportive services in the local area (WIOA §108(b)(11)).

CareerSource Brevard has developed and maintains operational policies and work instructions to direct issuance and coordination of transportation and other supportive services. A participant budget is created and maintained as per allowable levels of services for non-transportation services tracking annual issuance. Part of the developed procedure is monthly or quarterly review of program issuances, participant budgets and program resources to manage overall delivery of services and maintain coordination. Bus passes, reloadable debit cards that can be used for gasoline and coordination with other agencies who provide transportation services are several methods used to provide transportation. Our local policy allows for assistance with car repairs when economical and effective.

Additionally CareerSource Brevard staff monitors the regional Metropolitan Planning Organizations Transportation Disadvantaged Coordinating Board. This ensures that workforce development can address the needs and issues facing our customers.

- (5) Coordination of Wagner-Peyser Services:** Describe plans and strategies for, and assurances concerning maximizing coordination of services provided by the state employment service under the Wagner-Peyser Act (29 U.S.C 49 et seq.) and services provided in the local area through the one-stop delivery system to improve service delivery and avoid duplication of services (WIOA §108(b)(12)).

CareerSource Brevard, in partnership with the state agency, the Department of Economic Development (DEO), provides employment services through the one-stop system under the Wagner-Peyser Act. Funding for state employees is provided through the DEO as well as oversight of human resources and policy guidance in the delivery of WP employment services. CareerSource Brevard management directly hires and fires under approval of the DEO, develops and trains state employees and supervises all day-to-day functions along with the delivery of WP services within the CareerSource Brevard one-stop system in coordination with all other programs and services.

The local state employees play a pivotal role in the overall CareerSource Brevard team and key in the delivery of labor exchange services as well as delivery of basic career services and individualized career services to the local job seeker particularly for those individuals with barriers to employment as defined in WIOA sec.3 (24). DEO employees work hand in hand with center staff to provide and maintain a seamless service delivery. DEO staff identify as CareerSource Brevard staff and take pride in overall quality of customer service and delivery of quality services.

CareerSource Brevard has developed and maintains operational policies and work instruction for the delivery of programs and program services to include WP employment services under the Wagner-Peyser act. Staff supervision, training and development is seamless across board, partner and state staff. All CareerSource Brevard staff, including DEO staff, manages and tracks delivery of services through a single integrated state management system, Employ Florida Marketplace (EFM), which captures staff-assisted, self-services through labor exchange. CareerSource Brevard is set to launch a document

management system in the next 6 months. This system will assist in automating processes and forms not contained in EFM.

CareerSource Brevard strives to offer universally accessible services to job seekers. Services are provided through Career Centers and are offered to clients to include the following:

- Center orientation
- Registration in Employ Florida Marketplace (EFM)
- Access to or provision of labor market information
- Completion of an initial assessment● Career counseling
- Assistance with job searches, referrals and job placements
- Availability of workshops; i.e.: resume writing, on-line job search, interviewing skills
- Assistance with filing claims for Reemployment Assistance benefits
- Comprehensive and specialized assessment
- Development of an employment plan
- Group and individual career counseling
- Case management for individuals seeking training services
- Short-term and pre-vocational services or referrals

Job seekers may also access training services such as occupational skills training, On-the-Job training (OJT), private sector training programs, skills upgrading and retraining, job readiness training and customized training. At each CareerSource Brevard Career Center, staff greets all visitors and routes them to the appropriate orientation, workshop or service. Each visitor is “swiped” into the Client Tracking System which monitors the wait time and service time for each visitor.

New job seekers are provided with a center orientation and referrals to appropriate partner agencies to assist them in overcoming any barriers to employment. Following the center orientation, new job seekers are assisted with registration into Employ Florida (EF), development of a basic resume and recommendations to attend appropriate workshops and the possibility of job referral(s).

All job seekers are provided with services that may include the provision of labor market information, resume development or editing, interview coaching, assessment, networking

and navigating EFM for their self-directed job search. Computers, fax machines, telephones and copiers are all available at no cost to job seekers.

All of the above services and activities assist us in meeting the basic labor exchange as defined in Section 7(a) of the Workforce Innovation and Opportunity Act (WIOA).

CareerSource Brevard also provides comprehensive assessment services and uses the assessment results during the pre-screening. Job seekers are evaluated through our assessment center, using a battery of tools which identify the best match of talent to employers' needs. We provide state-of-the-art career assessments designed for each management and education level of job seeker, to service the universal population from CEO to associate, and PhD to GED, ticket-to-work, youth and candidates with backgrounds

Re-employment Services

Re-employment services are provided to unemployment claimants and Reemployment Services and Eligibility Assessment (RESEA) program participants. These programs have common elements: written notice/invitation to participate in services, orientation to the one-stop center/services available, and completion of an initial assessment.

- RESEA – Staff provide labor market information, complete an employment development plan, provide staff assisted job search and resume building. If a skills gap or training need is identified, the job seeker will be referred to WIOA orientation for further services. In some cases, counseling and additional assessments may be needed.
- Dislocated Worker Process - This process will focus on putting our Dislocated Workers in On-the-Job training. Features of this process include:
 - Working with recently laid off participants
 - Skills crosswalk into real jobs that are currently posted using a special program (TORQ)
 - Heavy Resume Coaching
 - Interview training to include Mock Interviews
 - Inclusion on a candidate list that will be worked with businesses for On-the-Job Training (OJT) Opportunities

Internally, a new Qualified Lead process was created which allows the Career Counselors to qualify business leads for OJTs which are then handed over to the Business Liaisons to work. This allows more staff resources to be focused on

businesses. A shift to a team approach when dealing with businesses rather than only one contact for the business. See model below:



Re-employment Assistance – We provide labor market information and a staff assisted job search. If a skills gap or training need is identified, the job seeker will be referred to WIOA orientation for further services. In some cases, counseling, assessments, and additional services may be provided.

The Initial Assessment is used by staff when recommending appropriate programming options for reemployment assistance clients.

The work test is covered during center orientation, i.e., register in EFM, complete the background wizard, build a resume, etc. In the event a job seeker refuses a job referral or employment offer, they are reported to DEO Re-employment Assistance Services.

CareerSource Brevard provides tools for job seekers to fulfill their weekly work search requirements. These tools include access to computers, fax machines, telephones, workshops, career counseling and referrals to appropriate jobs in each one-stop Career Center.

Rapid Response

We adhere to local operating procedures for Rapid Response activities, highlighted in our on-site presentation, Reemployment Emergency Assistance Coordination Team (REACT; Florida's dislocated worker unit): a team of state and local community representatives who

plan and coordinate assistance for Florida's employers and workers affected by temporary and permanent layoffs. The law requires the provision of Rapid Response activities in the event of a disaster, mass layoff, plant closing or other events that precipitate substantial increases in the number of unemployed individuals. The Worker Adjustment and Retraining Notification Act (WARN) offers protection to workers, their families and communities by requiring employers to provide notice 60 days in advance of covered plant closings and covered mass layoffs.

Arranging on-site employer/employee visits and informational sessions

- a) A WARN notice from the state is sent to the local workforce development area and forwarded to the Director of Industry Relations who serves as the local REACT Coordinator, or an announcement in local news media is identified by the local REACT coordinator. Sometimes a human resources representative will contact the REACT coordinator directly.
- b) Within receipt of the WARN, the REACT coordinator initiates Rapid Response services by contacting the company representative to set up an appointment to discuss services. During the appointment with the company's representative, the "On Site Rapid Response Visit Report" is completed. After the initial meeting with the company representative, information meeting(s) are scheduled for the affected workers based on the company's needs.

The REACT coordinator contacts agency partners to find out their availability for participation, as needed, in accordance with the employer's request.

- a) The event response plan is determined based on employer/employee needs. The REACT coordinator and the company's HR department meet to discuss what services would be beneficial. This may include scheduling employee informational meetings, setting up job fairs at the employer location if they have room, conducting job search workshops at the company location, and/or inviting partner agencies to speak about their programs. The REACT coordinator utilizes services of other CareerSource Brevard departments as appropriate.
- b) One-stop Career Center brochures and other program services materials are distributed to the affected employees during employee information meetings. In addition, staff from other Career Center departments, such as Employer Services, may accompany the REACT coordinator on information meetings to encourage

jobseekers future Career Center participation. Quick registrations may be used to expedite access to EFM services.

c) During lay-offs of state employees, affected workers have access to Rapid Response services.

d) Upon receipt of a WARN notice, the REACT coordinator will initiate Rapid Response Services.

e) Rapid Response Reports are completed after the employer visit. In the event the employer does not return voice mail or email contact initiated by the REACT coordinator, the REACT coordinator will document the attempts to initiate Rapid Response Service and include this information in the monthly report.

f) Public awareness marketing materials may be distributed containing information about Career Center services that provide assistance for downsizing and re-employment for employers and employees.

g) The Rapid Response program is a function of responding to an employer's obligation to publically announce an upcoming layoff event through a WARN notice. Much of the workforce services which benefit the laid-off worker are dependent upon the employer agreeing to cooperate with Brevard and provide access to the soon to be laid-off worker. Timing becomes critical. As access is made available, CareerSource conducts an orientation to services and provides informational packets which include a hard copy registration to gain name and contact information of the effected workers. Acquisition of individual worker information allows CareerSource to register and track these workers as customers, and to measure the effectiveness of outreach services with a goal of enrolling affected laid-off workers into a service or program. Once enrolled, CareerSource Brevard tracks participation to measure effectiveness of services by participation rates, number of job seekers completing assessment, number who conduct job searches in EFM, number who visit the Career Centers on a regular basis, number who post professional resumes in EFM, and the number of workers who obtain employment through job postings in EFM. All performance measured is used to improve service provision. All performance measured is used to improve service provision.

- (6) Coordination of Adult Education and Literacy:** Describe how the local board coordinates workforce investment activities carried out under this title in the local area with the provision of adult education and literacy activities under Title II in the local area, including a description of how the local board carries out, consistent with subparagraphs (A) and (B) (I) of section 107(d) (11) and section 232, the review of local applications submitted under Title II WIOA §108(b) (10).

CareerSource Brevard has had long standing, effective relationships with Brevard Public Schools Adult and Community Education (Adult Education) in our area. Adult Education facilitates educational services that provide basic literacy and Adult General CareerSource Brevard Education services to address the goals and objectives of both state and national resources and professional staff to maintain the partnership between all One-Stop Centers and the district's Title II Adult Education program.

CareerSource Brevard continues to work collaboratively with the Adult Education community to implement WIOA. CareerSource Brevard is in the process of aligning all of the Adult Education policies with WIOA. One of CareerSource Brevard goals to achieve its strategic vision is to tactically align its workforce development programs to ensure that training services provided by the core program partners, including Adult Education, are coordinated and complementary so job seekers acquire skills and credentials to meet employers' needs.

Title II of the Workforce Innovation and Opportunity Act legislation requires a partnership among the Federal Government, States, and local workforce development boards to provide adult education and literacy activities. The overarching goals outlined in WIOA for Adult Education includes:

- (1) Assisting adults to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency;
- (2) Assisting adults who are parents or family members to obtain the education and skills that
 - Are necessary to becoming full partners in the educational development of their children; and
 - Lead to sustainable improvements in the economic opportunities for their family;
- (3) Assisting adults in attaining a secondary school diploma and in the transition to postsecondary education and training, through career pathways; and
- (4) Assisting immigrants and other individuals who are English language learners in improving:

- Reading, writing, speaking, and comprehension skills in English; and Mathematics skills; and
- Acquiring an understanding of the American system of Government, individual freedom, and the responsibilities of citizenship.

Many of these goals directly align with WIOA Adult, Dislocated Worker and Youth program services outlined in WIOA.

Adult Education has begun using space at our Titusville Career Center to provide community classes. In addition, some of the occupational skills programs have been added to the Eligible Training Providers List (ETPL) to be made available to job seekers in need of training. The Memorandum of Understanding with Adult Education provides opportunities to assist persons with limited English to utilize ESOL group or individual resources to improve their abilities. In 2019, CareerSource Brevard and Adult Ed worked together and obtained grant funding to begin the “Brevard Adult Education Pre-apprenticeship program focused on the building trades.

- (7) **Reduction of Welfare Dependency:** Describe how the local board coordinates workforce investment activities to reduce welfare dependency, particularly how services are delivered to TANF and Supplemental Nutrition Assistance Program (SNAP) recipients, to help individuals become self-sufficient.

Both TANF and SNAP E & T are integrated and co-located in our centers. The one-stop system integrates WT/TANF, SNAP E & T, Vocational Rehabilitation, Adult Education and Family Literacy Act, Wagner Peyser and WIOA programs. Further, CareerSource Brevard integrates a number of discretionary grant programs as awarded by the state and/or federal government, disability programs awarded through the Social Security Administration, as well as a variety of grants awarded by the US DOL. All these initiatives expand the universe of options available to our TANF and SNAP E & T job-seeker customers. Our Career Center resources, workshops, computers, telephones and fax equipment are available during the hours the centers are open. CareerSource Brevard also provides support services, such as assistance with transportation and interview and work attire. In alignment with CareerSource Florida’s goal to reduce welfare dependence, once customers find employment, follow-up and transitional services are offered to stabilize and support continued employment and to reduce recidivism.

- (8) Cooperative Agreements:** Describe the replicated cooperative agreements (as defined in WIOA section 107(d)(ii)) between the local board or other local entities described in section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29 U.S.C 721(a)(11)(B)) and the local office of a designated state agency or designated state unit administering programs carried out under Title I of such Act (29 U.S.C. 721(a)(11) with respect to efforts that enhance the provision of services to individuals with disabilities and to other individuals, such as cross-training staff, technical assistance, use and sharing of information, cooperative efforts with employers and other efforts of cooperation, collaboration and coordination.

CareerSource Brevard and the contracted one-stop service provider endeavors to maximize with designated state agencies to ensure that the one-stop system includes all entities that can enhance services to job-seeking and business customers. This includes mandated partners as well as other local or regional non-mandated partners. For individuals with disabilities and others, cross-training of staff, technical assistance, technology improvements, and all other methods to exchange resources is utilized.

Job seekers that have been identified through our Career Center orientation process as having barriers to employment that require more focused attention are referred to the appropriate partner to deliver services and activities that may not be available at CareerSource Brevard. Partner services are also made available to the job seeker either via a link on the CareerSource website, by referral or another method. Services are provided by cross-referral through the one-stop system for those that are not offered directly by CareerSource Brevard. Examples of these services include, but are not limited to, adult education, ESOL, housing, drug counseling, emergency assistance for family housing, and food. The process begins by identifying the targeted population and their specific needs.

Please see *Workforce Development Area Vision & Strategic Goals, Section 4*, for a more extensive discussion of description of the efforts that enhance the provision of services to individuals with disabilities.

DESCRIPTION OF THE LOCAL ONE-STOP SYSTEM

(1) General System Description: Describe the one-stop delivery system in your local area, including the roles and resource contributions of one-stop partners (WIOA §108(b) (6)).

A. Describe how required WIOA partners contribute to your planning and implementation efforts. If any required partner is not involved, explain the reason.

All of the required WIOA partners are included in the CareerSource Brevard one-stop delivery system. CareerSource Brevard system of Career Centers directly provides the full array of employment services and connects customers to work-related training and education. CareerSource Brevard provides high-quality career services, education and training, and supportive services customers need to get good jobs and stay employed, and to help businesses find skilled workers and access other supports, including education and training for their current workforce. CareerSource Brevard has established strong, robust and sustained partnerships with core programs. The local workforce development board provides guidance and oversight of a wide-range of core programs. Coordination is managed within a direct line of supervision with coordinated service delivery and accountability. The CORE WIOA Programs are outlined below:

Six CORE WIOA Programs		
TITLE	PROGRAM	DESCRIPTION
WIOA TITLE I	Youth Employment and Training	WIOA Youth program services include the attainment of a high school diploma or its recognized equivalent, entry into postsecondary education, and individualized delivery of 14 types of career readiness opportunities.
	Adult Employment and Training	WIOA Adult program services include career services, training services and job placement assistance. Priority is given to recipients of public assistance, other low income individuals, Veterans, and individuals who are basic skills-deficient.
	Dislocated Worker Employment and Training	WIOA dislocated worker program services target individuals who lost jobs due to plant closures, company downsizing, or some other significant change in market conditions. In most cases, eligible workers are unlikely to return to their occupations, and they must be eligible (or have exhausted) unemployment compensation.
WIOA TITLE II	Basic Education for Adults	Adult Education and Literacy services include: adult education; literacy, workplace, family literacy, and English language acquisition activities; and integrated English literacy and civics education, workplace preparation activities, and integrated education and training.

Six CORE WIOA Programs		
TITLE	PROGRAM	DESCRIPTION
WIOA TITLE III	Wagner-Peyser Employment Services	Wagner-Peyser Employment Services, often referred to as basic labor exchange services provide access to employment services to all job seekers including job search preparation and placement assistance services. Employers may receive general or specialized recruitment services through self-service or staff assisted job orders.
WIOA TITLE IV	Vocational Rehabilitation Services	Vocational Rehabilitation programs provide training services to help eligible individuals with disabilities become employed. The priority is competitive, fulltime employment. Depending on the individual's disability and functional limitations, however, other outcomes such as part-time employment, self-employment, or supported employment are also appropriate.

In addition to the core programs, for individuals with multiple needs to access the services, the following partner programs provide access through the one-stops:

- Career and Technical Education (Perkins V)
- Community Services Block Grant
- HUD Employment and Training Programs (as applicable)
- Job Corps (Via a Referral)
- Local Veterans' Employment Representatives
- Disabled Veterans' Outreach Program
- Senior Community Service Employment Program (SCSEP)
- Temporary Assistance for Needy Families (TANF)
- Trade Adjustment Assistance Programs (TAA)
- Unemployment Compensation Programs
-

Outlined below is a description of roles and resource contributions of these partners:

PARTNER PROGRAMS ACCESS THROUGH THE ONE-STOPS	
PROGRAMS	CONTRIBUTIONS/ROLES/RESOURCES
Career and Technical Education (Perkins V)	<ul style="list-style-type: none"> • Board and planning representation • Adult Education – basic skills training, GED training and testing • Post-Secondary- occupational Skills Training through ITAs • Job placement assistance <ul style="list-style-type: none"> • Promotes CareerSource Brevard programs and services in their Career and Technical Education Centers by providing collateral materials flyers etc. • Involves CareerSource Brevard management staff in their Advisory Boards.

PARTNER PROGRAMS ACCESS THROUGH THE ONE-STOPS	
PROGRAMS	CONTRIBUTIONS/ROLES/RESOURCES
Community Services Block Grant	<ul style="list-style-type: none"> Planning and coordination of services Training services provided through community block grants and limited supportive services Job placement assistance Promotes CareerSource Brevard programs and services in their offices by providing collateral materials flyers etc.
HUD Employment and Training Programs (WHEN APPLICABLE)	<ul style="list-style-type: none"> Board and planning representation Workforce Services Agreement and coordination of referral between entities Financial literacy workshops and seminars Individual counseling services on home buying, credit repair, etc. Job placement assistance Promotes CareerSource Brevard programs and services in their offices by providing collateral materials flyers etc.
Job Corps	<ul style="list-style-type: none"> Brevard continues a longstanding relationship with Job Corps. Interested customers are asked to apply online at: https://pinellascounty.jobcorps.gov/ The MOU for Job Corps expired in April 2018 when the program was downsized. We have invited the closest program entity to Brevard to offer workshops in our facility on a periodic basis. This does not seem possible. When a local residents is released from Job Corps and requests assistance – services are provided.
Local Veterans' Employment Representatives and Disabled Veterans' Outreach Program	<ul style="list-style-type: none"> CareerSource Brevard provides Direct services as approved by CS Florida
Senior Community Service Employment Program (SCSEP)	<ul style="list-style-type: none"> Board and Planning representation Co-location of staff onsite at the One Stop Career Centers Job placement assistance Promotes CareerSource Brevard programs and services in their offices by providing collateral materials flyers etc.
Temporary Assistance for Needy Families (TANF)	<ul style="list-style-type: none"> CareerSource Brevard provides direct services as approved by CS Florida
Trade Adjustment Assistance Programs	<ul style="list-style-type: none"> CareerSource Brevard provides Direct services as approved by CS Florida

PARTNER PROGRAMS ACCESS THROUGH THE ONE-STOP PROGRAMS	
PROGRAMS	CONTRIBUTIONS/ROLES/RESOURCES
Unemployment Compensation Programs; and	<ul style="list-style-type: none"> CareerSource Brevard provides information and local navigation assistance to DEO's centralized State Unemployment Compensation program.

B. Identify any additional partners included in the local one-stop delivery system.

CareerSource Brevard has implemented the allowable flexibility in WIOA to include the following additional partners in the one-stop centers. CareerSource Brevard manages several optional workforce programs through its centers and CareerSource Brevard staff, which include:


- SSA Employment Network and Ticket to Work
- AARP Foundation 50+

CareerSource Brevard continually seeks out opportunities within the region to develop Workforce Services Agreements with partner organizations including community-based, faith-based, and/or nonprofit organization, as well as employment, education, and training programs that align with our vision mission and strategic goals. Ongoing partnership development is paramount to success by ensuring that CareerSource Brevard is sharing promising and proven practices by doing what is best for the community to enhance the overall economic development.

C. The local workforce development board, with the agreement of the chief elected official, shall develop and enter into a Memorandum of Understanding (MOU) between the local board and the one-stop partners.

In 2018 CareerSource Brevard, with the agreement of the chief elected official, developed and entered into a Memorandum of Understanding between the local board and the following one-stop partners, including new core program partners. The following chart also lists the status of the in Infrastructure Agreements (IFA) which have now been included in the Memorandums of Understanding.

MOU Entity	Status
Job Corps	Expired 4/30/18
Adult education and literacy activities authorized under title II of WIOA	Current MOU/IFA. Updated version pending signatures

MOU Entity	Status
The Vocational Rehabilitation program authorized under title I of the Rehabilitation Act of 1973	
Florida Dept. Education, Division of Blind Services	
Career and technical education programs at the post-secondary level authorized under the Carl D. Perkins Career and Technical Education Act (Perkins V)	
The Senior Community Service Employment Program authorized	
Employment and Training activities carried out under the Community Services Block Grant under 42 U.S.C.	

(2) Customer Access: Describe actions taken by the LWDB to promote maximum integration of service delivery through the one-stop delivery system for both business customers and individual customers.

- A. Describe how entities within the one-stop delivery system, including one-stop operators and one-stop partners comply with the Americans with Disabilities Act regarding physical and programmatic accessibility of facilities, programs and services, technology and materials for individuals with disabilities, including providing staff training and support for addressing needs of individuals with disabilities. Describe how the LWDB incorporates feedback received during consultations with local Independent Living Centers on compliance with Section 188 of WIOA (WIOA §108(b) (6) (C)).

This LWDB Career Centers and partners provide jobseekers, including individuals with barriers to employment, such as individuals with disabilities, with the skills and credentials necessary to secure and advance in employment with self-sustaining wages. The local workforce development board promotes accessibility for all job seekers to our Career Centers and program services, and is fully compliant with accessibility requirements for individuals with disabilities within our centers, whenever possible. Career Centers assist job seekers with disabilities in all programs, and our region has annually assessed physical and programmatic accessibility. This includes, but is not limited to, ensuring assistive technology and materials are in place, and front-line staff members are trained in the use of this technology.

CareerSource Brevard adopted a policy on reasonable accommodation which was distributed to all Career Center staff as well as training providers and partner agencies to ensure all understood and recognize the processes and procedures

to follow should a job seeker request or appear to need an accommodation. In addition, we have on staff an individual with extensive training and expertise in serving individuals with disabilities, previously our disability navigator, who is our local resource for any issue that arises.

As with any program delivery or activity, CareerSource Brevard seeks input from its partners, including local independent living centers, and board members on the issue or subject and then incorporates that input into the policy or procedure whenever possible and allowable.

- B. Describe how entities within the one-stop delivery system use principles of universal design in their operation.

CareerSource Brevard and its partner programs and entities that are jointly responsible for workforce and economic development, education, and other workforce programs already collaborate to create a seamless, customer-focused one-stop delivery system that integrates service delivery across all programs and enhances access to the programs' services. This region's Career Centers and partners provide jobseekers, including individuals with barriers to employment, such as individuals with disabilities, with the skills and credentials necessary to secure and advance in employment with family-sustaining wages. The local workforce board promotes accessibility for all job seekers to our Career Centers and program services, and is fully compliant with accessibility requirements for individuals with disabilities within our centers.

Career Centers in our local area assist job seekers with disabilities in all programs, and our region has annually assessed physical and programmatic accessibility. This includes, but is not limited to, ensuring assistive technology and materials are in place, and front-line staff members are trained in the use of this technology. In addition, CareerSource Brevard and its partners located within the Career Centers ascribe to the principles of universal design of the facility, materials, service delivery and technology whenever and wherever possible and practical, including the following seven core principles:

UNIVERSAL DESIGN PRINCIPLES		
Principle	Design	Description
Equitable Use	Useful for people with diverse abilities	<ul style="list-style-type: none"> a. The same means of use is provided for all users: identical whenever possible; equivalent when not. b. We avoid segregating or stigmatizing any users. c. Provisions for privacy, security, and safety are made equally available to all users.
Flexibility in Use	Accommodates a wide range of individual preferences and abilities.	<ul style="list-style-type: none"> a. We provide choice in methods of use. b. We provide adaptability to the user's pace.
Simple and Intuitive Use	Use is easy to understand, regardless of the user's experience, knowledge, language skills, or current concentration level.	<ul style="list-style-type: none"> a. We eliminate unnecessary complexity. b. We try to always meet user expectations. c. We accommodate a wide range of literacy and language skills.
Perceptible Information -	Communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.	<ul style="list-style-type: none"> a. We use different modes (pictorial, verbal, written) for redundant presentation of essential information. b. We maximize "legibility" of essential information. c. We make it easy to give instructions or directions.
Tolerance for Error-	Minimizes hazards and the adverse consequences of accidental or unintended actions.	<ul style="list-style-type: none"> a. We arrange facility furniture, equipment and walkways to minimize hazards and hazardous elements are eliminated, isolated, or shielded.
Low Physical Effort -	The design can be used efficiently and comfortably and with a minimum of fatigue.	<ul style="list-style-type: none"> a. Allow user to use reasonable operating forces. b. Minimize repetitive actions. C. Minimize sustained physical effort.
Size and Space for Approach and Use -	Appropriate size and space is provided for approach, reach, manipulation, and use regardless of user's body size, posture, or mobility.	<ul style="list-style-type: none"> a. We always attempt to provide a clear line of sight to important elements for any seated or standing user. b. We make reach to all components comfortable for any seated or standing user. c. We provide adequate space for the use of assistive devices or personal assistance.

- C. Describe how the LWDB facilitates access to services provided through the local delivery system, including remote areas, using technology and other means (WIOA §108(b) (6) (B)).

CareerSource Brevard facilitates access to services through our website and one stop facilities located throughout the county. To the extent possible one-stops are strategically located to provide physical access to job seekers and employers. We have worked to develop online videos and forms for job seekers, program applicants/participants, and employers to access from external locations. These on-line services include but are not limited to; program orientation, applications for training services, e-signature for forms required by law for participation, job search assistance videos, internship website, virtual job fairs, and basic job exchange activities through EFM. When possible CareerSource Brevard provides virtual services using technologies that are affordable and useful.

- (3) Integration of Services:** Describe how one-stop career centers implemented and transitioned to an integrated, technology-enabled intake and case management information system for programs carried out under WIOA and programs carried out by one-stop career center partners (WIOA §108(b)(21)).

CareerSource Brevard advocates and supports an integrated information system at the state and local level that would allow entities that carry out core programs to better coordinate service delivery for mutual customers and cross program referrals. CareerSource Brevard will work with state and local organizations to improve customer services and program management by exploring and possibly implementing integrated intake, case management and reporting systems. Wherever possible CareerSource Brevard will maximize the utilization of technology to consolidate and streamline services to enhance the overall customer experience.

CareerSource Brevard has established policies that address the integration of services for the region's Career Centers that support a customer-centered, fully integrated service delivery system that ensures customers and employers have maximum access to the full range of education, employment, training and supportive services offered through the programs available under WIOA.

CareerSource Brevard Memorandum of Understanding (MOU) with core program entities and other key partners, document agreed-to strategies to enhance service provision to employers and jobs seekers.

In addition, several CareerSource Brevard goals to achieve this strategic vision promote maximum integration of service delivery within our Career Centers for customers and employers.

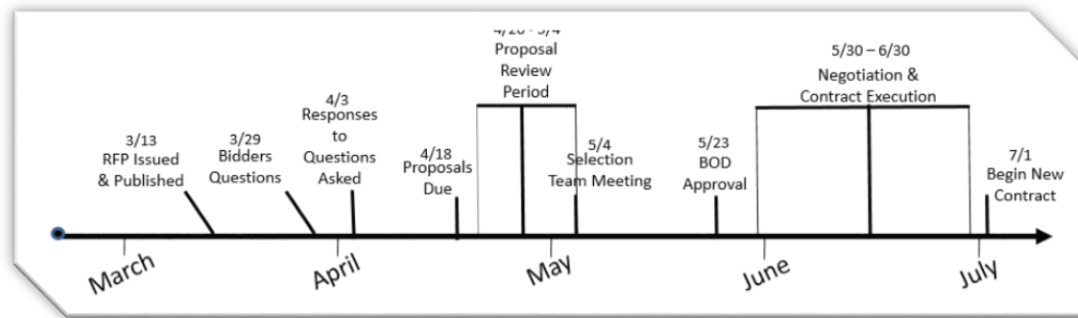
(4) Competitive Selection of OSO: Describe steps taken to ensure a competitive process for selection of the one-stop operator(s) (WIOA §121(d) (2) (A)).

CareerSource Brevard (CSB) is committed to open and competitive procurement of services in providing workforce development services in Brevard County. Following the guidance of TEGL No. 15-16, CSB successfully solicited proposals and awarded a contract for a one-stop operator commencing July 1, 2017. CSB This process was accomplished within the established federal and state regulations and policies governing procurement.

Request for Proposals (RFP) One-Stop Operator RFP and Award

Through requests for qualifications, invitations to negotiate, requests for proposals and bids, providers within and outside the community have the opportunity to compete to meet the needs of CSB customers. Decisions on procurement are guided by our commitment to provide quality services and maintain high levels of customer satisfaction. This is done within the established federal and state regulations and policies governing procurement. Our most recent competitive for selection of the one-stop operator was very successful and described below:

- A Request for Proposal (RFP) to solicit proposals for One-stop Operator Provider Services, along with a public notice of the RFP, were posted on the on the CareerSource Brevard agency website, the local newspaper, and the Florida Vendor Bid System (VBS).
- In April 2017, CareerSource Brevard received four (4) proposals from qualified providers by the published deadline.



- A five (5) member review team rated and ranked the proposals, and prepared recommendations for approval by Board of Directors.
- Each team member was required to sign a code of conduct and conflict of interest statement.
- The evaluation criterion was developed based upon the RFP and the TEGs are kept on file for this procurement including the individual evaluation forms.
- A cost analysis was performed and documented. The review team scored the proposals and held a meeting in May 2017 to provide its recommended first and second choice of providers to be awarded the contract for One-Stop Operator services.
- A consensus decision was made and the first and second choice of awardees was presented to the CareerSource Brevard D Board of Directors on May 23, 2017. The Board approved the recommended first place provider as the awardee.
- CareerSource Brevard D then advertised the intent to award and provided rating sheets and proposals to the other bidders as requested.
- A negotiated contract for one base year commencing July 1, 2017, with three (3) additional one-year options was negotiated by CareerSource Brevard and C2 Global Professional Services, LLC and executed on June 30, 2017.
- The Chief Elected Official approved the LWDB One-Stop Operator and Required Partners certification on 07/10/2017. This certification acknowledged the active partners MOU that was developed and executed with the various mandated partners.

(5) System Improvement: Describe additional criteria or higher levels of service than required to respond to education/training needs, labor market, economic, and demographic conditions and trends in the local area (WIOA §108(b)(6)(A)).

Over the last several years, CareerSource Brevard has developed additional programs and services necessary to meet the local needs. The following are programs, services available job seekers and business:

- Latino Customers – Brevard has a growing Latino population. After Hurricane Maria and the influx of persons who relocated to Brevard from Puerto Rico, CareerSource Brevard began offering these services:
 - English for Speakers of Other Languages (ESOL) – with the influx of non-English speaking job seeking customers ESOL is now available all three of our centers. Offered in partnership with Brevard Adult Education, customers can register and take classes to improve their language abilities.
 - Welcome Workshops/Talleres de Bienvenida - the workshops are designed to help people from Puerto Rico, and from Spanish speaking countries, who live in Brevard County reach the success. At the workshops, we will talk about “Life in Brevard” covering valuable information about housing costs, transportation options, the employment landscape, educational opportunities and access to healthcare services. We will also provide practical information regarding the workplace environment in the U.S. to be able to work effectively with employers and co-workers of diverse cultures.
- Community-Based Organization Outreach - In an effort to attract hidden talent as part of CSB’s major focus, it was identified that CSB needed to strengthen its partnership relationships with those organizations within the community whose customers could benefit from workforce and employment services. To accomplish this:
 - CSB restructured staffing roles to allow for a Community-Based Organization Outreach Coordinator, whose primary responsibilities include identifying and meeting with agencies in the community, establishing cross-referral processes and conducting ongoing follow up with the partners. The coordinator provides monthly follow up and ensures the partners have the most up-to-date marketing collateral for recruiting events, job fairs, and workshops and grant programs. The coordinator has also worked to streamline the referral process for ease of use to the partnering agencies.
 - Establishment of this system has provided a much more robust tracking capability. At this writing, 20 outreach visits have been conducted, primarily to new partners,

within the last three months. We have seen an uptick in referral counts, and for this PY alone, there have already been 105 referrals from partners. Many of these referrals were for customers who would benefit from our targeted grant programs

- Brevard Recovery Works – This program funded by a National Dislocated Worker Health Emergency Grant (Opioid), has been able to address a growing problem in our community related to persons who are recovering from substance use. Services included dedicated and trained career counselors and a job developer devoted to the recovering customers and others impacted by the opioid crisis.
- R.I.S.E. Brevard (Re-entry Intervention resulting in Successful Employment) – This program has been designed to target ex-offenders recently released from State prison and referrals from the Brevard County Drug Court program. Customers received assistance in job readiness, job search, assessment, job training if necessary and job referrals to employers.

At this time, CareerSource Brevard is not aware of any additional higher level services that will be needed to respond to labor market, economic and demographic conditions and trends in the local area. However, CareerSource Brevard will continue to engage employers, job seekers and other interested parties to solicit feedback and input into services to ensure effectiveness and continuous improvement.

DESCRIPTION OF PROGRAM SERVICES

(1) System Description: Describe the local workforce development system. Identify programs included in the system and how the local board works with each entity to carry out core programs and other workforce development programs supporting alignment in provision of services. Identify programs of study authorized under [The Strengthening Career and Technical Education for the 21st Century Act \(Perkins V\)](#) (20 U.S.C. 2301 et seq.), that support the strategy identified in the Florida Unified Plan under WIOA section 102(b)(1)(E) (WIOA §108(b)(2)).

CareerSource Brevard is the workforce system within the Palm Bay – Melbourne – Titusville MSA. CareerSource Brevard is a single-county, quality-focused, employer-driven, customer-centered organization and its mission is to meet the workforce needs of the regional economy. CareerSource Brevard works to increase access to and opportunities for the employment, training, and support that individuals need to succeed and advance in the labor market inclusive of those with barriers to employment. CareerSource Brevard strives to align workforce development, education and economic development within regional economic development strategies which meet the needs of local, regional and state employers and provides a high-quality workforce development system.

CareerSource Brevard provides accountability falling under the local workforce board. The Career Center or One-Stop services are provided indirectly through a properly procured contractor – C2 Global Professional Services, LLC.

Core Programs managed by the contractor include:

- Labor Exchange services provided under Wagner-Peyser staff;
- Veteran's Employment program;
- WIOA Adult, Dislocated worker and Youth services;
- Trade Adjustment Assistance programs;
- TANF programs authorized under Social Security Act Title IV, Part A;
- Reemployment Services and Eligibility Assessment Program (RESEA) providing employment services to DEO's state Unemployment Compensation program;
- Information and local navigation assistance to DEO's state Unemployment Compensation program.
- WIOA Youth services;
- Title IV program services through the Department of Vocational Rehabilitation;
- Offender reentry services through the Ex-offender Re-entry program

- Department of Juvenile Justice;
- Senior Community Service Employment program;
- Adult education and Literacy programs under Title II, local County Schools Adult and Education; and
- Career and postsecondary technical education programs under Carl D. Perkins
- Career and Technical Education Act of 2006 through multiple training partners and apprenticeship programs;
- County Community Action Team;
- Division of Blind Services;
- Multiple Housing Agency Authorities (as applicable)
- Supplemental Nutrition and Assistance Program (SNAP) Employment and Training program;
- SSA Employment Network and Ticket to Work program; (with Board Assistance)

All of core programs are focused on alignment of service strategies and on reducing duplication and confusion among employers and jobseekers relative to having workforce needs met. Partners delivering core programs such as Adult and Literacy, Career and Technical Education, Division of Blind Services and Department of Vocational Rehabilitation are represented within the CareerSource Brevard board's key long-range planning and realignment as mandated under WIOA. Board and partner planning includes review of the current workforce, employment and unemployment, labor market trends and the educational and skill levels of the workforce inclusive of individuals with barriers to employment. Due to changes to Title II Adult Education and Literacy and Title IV Vocational Rehabilitation program performance measures, CareerSource Brevard continues to plan and discuss future opportunities.

All core programs are represented through the one-stop center, either on a full-time basis with the core programs, Partnership with some Adult Literacy entities, some Community Colleges and Vocational Rehabilitation is on a referral basis within easily accessible geographic location.

There is a strong history of partnership, coordination and referral between CareerSource Brevard and Adult Education in the region. This partnership extends into Carl D Perkins Career and Technical Education entities in the same local area. Referrals are routinely made between the core programs and organizations in cases where customers served initially by

one organization are deemed to be able to benefit from services provided by the other or the natural continuum of service is adult education leading to postsecondary Career and Technical education to work readiness and ultimately employment.

CareerSource Brevard was recently invited and has participated in the Analysis of Need and Available Resources for the Brevard County School District's CTE program. This will include with data and other information for their Comprehensive Local Needs Assessment (CLNA) requirements for the Perkins V Transition Plan. Additional meetings are planned.

(2) Sub-grants and Contracts: Describe the competitive process used to award sub-grants and contracts in the local area for WIOA-funded activities (WIOA §108(b) (16)).

All sub grants and contracts will be procured through CareerSource Brevard formal procurement policy processes such as Request for Proposal (RFP) or Invitation to Negotiate (ITN). The LWDB has established procurement policies and procedures in compliance with Federal and State laws and regulations. These policies and procedures are audited by independent CPA's in the conduct of our annual single audit and are monitored by state staff during the conduct of their fiscal and programmatic monitoring processes.

The competitive process used by CareerSource Brevard to award sub grants and contracts for WIOA funded activities adheres to the guidelines within the procurement and contract policy and guidance provided by 2-CFR-200, specifically sections 200.318 through 200.326. For procurements by sealed bids and/or competitive proposals, the process begins with a public issuance of the ITN, notification of interested parties and a legal public notification in order to ensure as many proposals as possible are received. A minimum of two proposals from responsible, capable bidders is required. Proposals are received and reviewed by an internal committee. Submissions are reviewed, precaution is taken to ensure any responding companies are not on the excluded list or that any conflicts of interests exist, and a tentative selection is made by the internal committee. The selection is then presented to the President and later to the Executive Board and Board of Directors for final approval. In the event that only one bid is received after the RFP or ITN has been advertised for 30 days or greater, there exists only one source of supply, the requirement is considered exigent or the awardee has directed CareerSource Brevard to use a non-competitive process, then the award will be made via a non-competitive or single source process and justification.

Upon appropriate final approval, the contract is drafted between CareerSource Brevard and the winning bidder that includes all requirements of 2 CFR 200, specifically sections 200.318 through 200.326 and Appendix II to Part 200.

- (3) Expanding Access to Employment:** Describe how the local board, working with entities carrying out core programs, expanded access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment. This includes how the local board facilitates developing career pathways and co-enrollment, as appropriate, in core programs, and improves access to activities leading to recognized postsecondary credentials (including portable and stackable industry-recognized certificates or certifications) (WIOA §108(b)(3)).

After collaboration and consultation among workforce development leaders and stakeholders, the local board has developed a road map for expanding access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment, including how the board will facilitate the development of career pathways and co-enrollment, as appropriate, in core programs, and improve access to activities leading to recognized postsecondary credentials. The key strategic priorities are organized principles around which the workforce plan is structured, 1) increase business engagement; 2) workers receive integrated services that lead to employment and careers; 3) technology and accessibility; and 4) next generation performance accountability system.

Businesses need simple paths to the workforce system and a better understanding of training programs to ensure workers have industry-specific skills. In addition, once businesses and industries are engaged – be it through sector strategies or recruitment services – the workforce system must build and sustain these partnerships. The system’s essential promise to these partnerships is streamlined and integrated services that are easy for an employer to navigate and perceive value. Career pathways models and sector strategy methods will require future development and adoption by business and industry.

Workers need to be able to effectively find and navigate the workforce development pathway that is best for them. This means CareerSource Brevard must eliminate duplication, increase transparency and improve the business and job-seeking customer experience. In addition to acquiring skills and jobs that put them on the path to prosperity, workers should also understand they have continuous access to the workforce development system through their working lives. For sustained, lifelong success, individuals can reengage in the workforce system throughout their career and “lifelong learning” journey.

The use of technology to remove barriers for workers and enhance their access to services is a “game changer.” Advances in telecommunications and technology potentially allow for seamless, universal, and remote access to education, training and other workforce development services. While technology cannot fix all barrier access problems, in many cases it will free up staff to tackle the more difficult access issues. This plan seeks to convert the best of these possibilities into a reality. The LWDB has addressed these issues and will continue to support the need to address barrier removal and universal accessibility of workforce development services – both physically and programmatic – as core priorities. This will require re-thinking bricks and mortar investments versus technological access.

The Local Workforce Development Board has been a leader in developing rigorous accountability measures for workforce development programs in the area. The annual workforce training vendor evaluation shows training results, including how much completers earn, the skills they obtained, and if they were satisfied with their program, among other measures. CareerSource Brevard will continue to utilize continuous improvement and research new generation performance indicators to help continue to press the region forward with ensuring a more integrated workforce development system.

Based on extensive stakeholder input, the local Workforce Development Board, and customer need, the following commitments underpin the strategic plan for expanding access to employment.

System-Wide Partnerships: A culture of cooperation and partnership is needed to achieve positive results in a complex workforce system. Aligning goals across all service providers and customers is essential in continuing to build and enhance this culture of partnership. Through shared goals, we can achieve the seamless system envisioned in this plan. These goals include the following: delivering prosperity and success in a measureable way for the system’s key customers, workers and businesses; addressing strategically and efficiently the economic needs of workers and businesses and ensuring sustainable results.

Career Pathways: Career pathways offer an efficient and customer-centered approach to workforce development because they structure intentional connections among workers, employers and service providers. Aligning educational opportunities that lead to the industry-recognized qualifications, skills, and academic credentials helps bring workers and employers into the training system on the front end. In turn, this transforms businesses from “customers” into “partners or co-investors” in the workforce system.

Focus on workers facing barriers: With the plan's heightened emphasis on program alignment, many agencies and their stakeholders voiced concern that this would result in reduced services for their clients. Each community urged that customers receive increased services, not less. The services will continue to be provided in a manner that reflects their unique needs, ranging from one-on-one services to early intervention. The plan consistently directs that priority populations receive the resources they require to be successful and that each community is included in the goal of prosperity and success for everyone. This is a "universal" plan. (See Section DESCRIPTION OF THE LOCAL ONE-STOP SYSTEM (5) System Improvement for services for those with barriers

Leveraging Existing Successes: CareerSource Brevard will help bring to life the strategic objectives and system goals by continuing to share proven successes and compelling participant and employer stories. Encouraging information to be shared across the system, and regularly drawing attention to achievements, CareerSource Brevard will help partners replicate and build on success.

- (4) Key Industry Sectors:** Identify how the LWDB aligns resources that support and meet training and employment needs of key industry sectors in the local area. Describe strategic or other policies that align training initiatives and Individual Training Accounts (ITAs) to sector strategies and demand occupations (WIOA §134(c) (1) (A) (v)).

Repeating information contained earlier in this plan, CareerSource Brevard yearly reviews data and selects or adjusts the key industry focus for the region. See Section – Analysis of Need

- (5) Industry Partnerships:** Describe how the LWDB identifies and collaborates with existing key industry partners in the local area. Describe how the LWDB coordinates and invests in partnership infrastructure where key industry partnerships are not yet developed (WIOA §134(c) (1) (A) (IV)). The local area must describe how the following elements are incorporated into its local strategy and operational sector strategy policy:

One of the principal goals of the region is to build long-term economic vitality through the attraction and retention of employers with jobs that pay above-average wages in targeted industries. Within the region employers take the lead role in all workforce committees. Each chairperson for the committees are community employers. The members ensure the workforce system is demand driven by providing valuable input and feedback on the local economy and community as a whole. They are able to provide first-hand knowledge of the current employment needs in their industry. This is essential to providing customers with the

most up to date information on local LMI details to remain competitive in the local economic region. The region has a strong collaboration with Brevard County Economic Development groups and the Florida High Tech Corridor.

- A. Describe how selected industries or sectors are selected based on, and driven by, high-quality data (cite data source used);

CareerSource Brevard continually reviews industry/sector activity through a variety of resources available. This includes data from DEO Bureau of Labor Statistics, U.S. & Florida Chambers of Commerce, University of Florida, University of Central Florida and University of South Florida information sources as well as various Industry Focused Publications.

- B. Describe how sector strategies are founded on a shared/regional vision;

The President, Industry Relations and Business Services staff are key liaisons between regional industry, education and community leaders. CareerSource Brevard intentionally seeks key industry partnerships to inform our Board and Committees on the development of sector strategies and goals. Our LWDB works with CareerSource Florida to learn about statewide issues and concerns and works to ensure there is a local response. This includes conversations with LWDB's 11 & 12 CEO's on a regular basis to ensure that the sector strategy activity meets regional identified needs. CareerSource Brevard has recently worked in cooperation with CareerSource Central Florida on the USDOL America's Promise Grant which is focused on Information Technology training.

- C. Describe how the local area ensures that the sector strategies are driven by industry;

CareerSource Brevard has an Industry Relations Department which consists of two sector strategists who currently focus on Information Technology and Health Care. In addition current staff is providing sector strategy services in the Aerospace/Aviation sector and to the local Economic Development entity overseeing manufacturing development. Business Liaison staff are assigned to other key industries such as Construction, Leisure & Hospitality and Transportation & Logistics to ensure those industry needs are included in local planning. These activities help us to continually validate industry needs.

- D. Describe how the local area ensures that sector strategies lead to strategic alignment of service delivery systems;
- E. Describe how the local area transforms services delivered to job seekers/workers and employers through sector strategies: and

CareerSource Brevard (*Response to D & E*) has worked with industries it originally identified in this plan and has been able to track analyze data over the last several years. During this time we have had the opportunity to initiate our Information Technology and Health Care Sector programs. This LWDB is currently involved efforts by local Aviation and Aerospace industry representatives to improve the pipeline for companies in that industry. When misalignments with services delivery systems are detected, staff works with our One-Stop Operator to adjust processes to meet identified needs. Services are transformed when adjustments are made. Recent adjustments include enhancement of our Eligible Training Provider List (ETPL) with new training providers who meet the needs of manufacturers an information technology companies.

- F. Describe how the local area measures, improves and sustains sector strategies.

CareerSource Brevard utilizes Labor Market Information, Industry Projections, STEM Occupations List and other Labor Market Statistics products to inform industry partners. Reports from Florida's Department of Economic Opportunity (DEO) are shared as information becomes available. During sector meetings the partners provide valuable feedback to staff concerning their company's (and respective industry) future growth and/or demands. The Business Services Division works directly with these business leaders concerning their business' labor force demands. Sustaining sector strategies had involved grant writing, reallocation of resources, industry contributions and expansion of job duties for Business Liaisons.

- (6) In-demand Training:** Describe how the local board ensures training provided is linked to in-demand industry sectors or occupations in the local area, or in another area to which a participant is willing to relocate (WIOA §134(c)(G)(iii)).

The in-demand occupations of the current workforce and those related to the emerging industries in the area are a priority for CareerSource Brevard and its business and education partners. We strive to make available training programs that meet the needs of employers per

occupation and the skill level as measured by the industry-recognized certification attained via the training program.

Board staff ensures programs link directly to occupations on the Regional Targeted Occupations List (RTOL). CareerSource Brevard has for the last 8 years maintained a customized Regional Targeted Occupations List. The RTOL process is the mechanism by which the State of Florida and Local Workforce Boards (LWDB)) direct public workforce funding to programs in order to meet high demand/ high wage business employment needs. The RTOL process gives local discretion and flexibility and will allow us to better meet local employer and worker needs. The RTOL revisions also allow for occupational training (usually ITA) requiring or resulting in an industry recognized certification, credentials or degree upon completion. Out-of-Region Training Providers, generally in contiguous counties, are approved to accommodate the needs of local business and job seeking customers. Information regarding occupational skills training programs and local and regional demands for those linking occupations is available on our CareerSource Brevard website. The RTOL process is the mechanism by which the State of Florida and Local Workforce Boards (LWDB)) direct public workforce funding to programs in order to meet high demand/ high wage business employment needs. The RTOL process gives local discretion and flexibility and will allow us to better meet local employer and worker needs. The RTOL revisions also allow for occupational training (usually ITA) requiring or resulting in an industry recognized certification, credentials or degree upon completion.

The Eligible Training Providers and Programs webpage provides important data: 1) the RTOL and 2) the Eligible Training Provider List (ETPL). This same webpage has an easy-read data table with alphabetically listed occupations with the occupation's projected annual growth, annual opening, average wage and entry wage per each listed occupation. Each occupation has a drop-down box for the user to view all the training providers in the five county area for that specific occupation.

The ETPL indicates important details such as: Certification, Program Length, Total Student Costs, PELL Eligibility and Minimum Reading and Math Skills Required of the potential student. The ETPL also specifies program performance: Program Completers, Found Employment Rate and the Average Wage at Placement into Employment for those who have participated in the past. All of this data educates the individual so that an informed decision can be made concerning provider/program choice.

Occupations in the industry priority areas provided by our economic development are given priority when discussing current and future training programs. Information is readily provided to our educational partners for their own institutions' future considerations. As CareerSource Brevard discusses emerging industries and in-demand occupations with business and educational partners, all considerations for "timing" is given priority. Our educational partners require time to create curriculum that meets the industry requirements.

Career and Professional Education (CAPE) programs within the secondary education system for Brevard County connect to in-demand occupations and require industry-recognized certifications to meet the needs of the employer. As the local school district submit applications for CAPE industry certifications, CareerSource Brevard provides Letters of Endorsement, indicating the specific business demand.

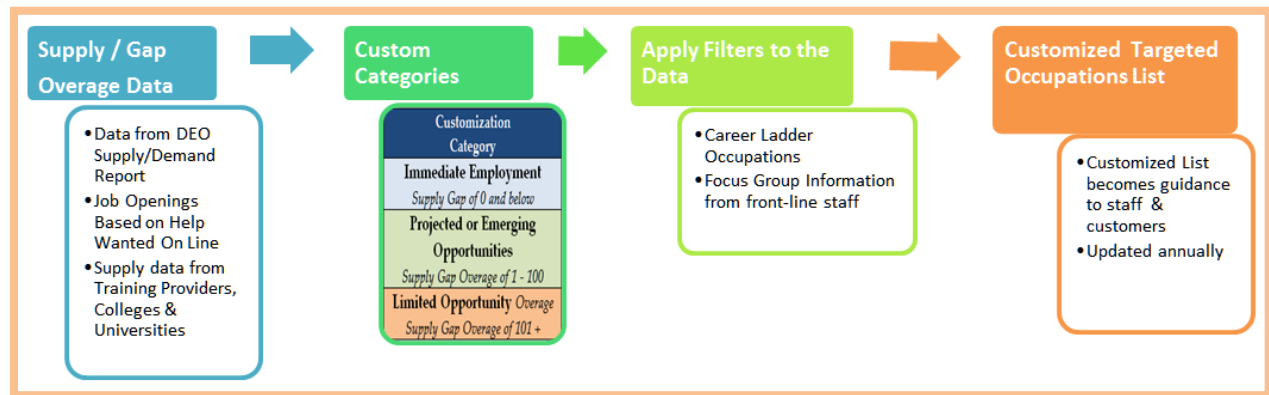
The CareerSource Brevard staff guides customers to use the available labor market resources available through Employ Florida and through Florida Research and Economic Information Database Application (FREIDA). Participants willing to relocate or those living in outlying areas of the region may use providers on the State's Eligible Training Provider list in other areas of the state. Having knowledgeable staff to guide customers allows for employed citizens. For in-demand training CareerSource Brevard uses a wide variety of data and resources to ensure that our LWDB is fully apprised of trends and issues. DEO provides excellent support at the local workforce level to support data driven strategies which support in-demand training. The following charts have been provided by DEO for assistance in determining local strategies:

The Department of Economic Opportunity (DEO) Bureau of Labor Market Statistics (LMS) produces industry and occupational employment predictions along with occupational wage estimates for Florida and each of the 24 Workforce Regions. LMS presents the results of the latest statewide employment forecast along with a statewide Demand Occupations List based on the previous year's wage criteria adjusted by the U.S. Bureau of Labor Statistics' Employment Cost Index. The statewide Demand Occupations List identifies the labor market needs of Florida's business community and encourages job training based on those needs, with emphasis on jobs that are both high demand and high skill/high wage, and is used as a baseline for establishing RTOLs. Subsequently, DEO releases the statewide Demand Occupations List as well as regional Demand Occupations Lists and sends an announcement

to CareerSource Florida and the RWBs. To develop their RTOLs, local boards take the following steps:

REGIONAL TARGETED OCCUPATIONS LIST (RTOL) DEVELOPMENT PROCESS		
Step/ Time Line	Activity	Resources Used/Action Required
1 Early March	Establish Draft Regional Targeted Occupations List	<ul style="list-style-type: none"> Review Statewide/Regional TOL Internal Review by Industry Relations, Program Managers and Career Counselors Utilize Labor Market Information (LMI) from multiple sources.
2 Mid- March	Key Partner & Training Vendor Filtering	Solicit Feedback from <ul style="list-style-type: none"> Training Vendors School District Other Economic & Business entities
3 Late March	Alignment with Economic Development Priorities	Determine how occupations fit with LWDB 13 Key Industry Analysis which include: <ul style="list-style-type: none"> Florida Targeted Industries Florida Infrastructure Industries Local Economic Development Priorities
4 April	Business & Industry Filtering	Solicit Feedback from the following groups: <ul style="list-style-type: none"> Industry Workforce Committee Eastern Florida State College Industry Councils Training Vendors provide CIP to SOC crosswalk information when available and pertinent.
5 April	Customization	<ul style="list-style-type: none"> See Section below for description of this process.
6 May/ June	Final Approval by the CareerSource Brevard Board of Directors	<ul style="list-style-type: none"> Consent Action Item at the May/June BOD Meeting
7 June	Final Actions	<ul style="list-style-type: none"> Post final RTOL on website by June 30th.

The following contains the customization process”:



LWDB 13 levels of training subsidy issued to participants through Individual Training Accounts (ITA) are established in local policy and updated periodically. Region 13 utilizes a wage tier model which ties the amount of subsidy to the projected average entry wage for the occupation. The tiers are “entry”, “bridge” and “high wage”.

The local planning strategy for the RTOL includes the following local decisions which impact the strategies for development of the RTOL:

- CareerSource Brevard utilizes the Demand Driven -Solutions Based model to organize and operate the One-Stop or Career Centers. This model assists job seeking customers by focusing on business needs rather than the traditional “funding silo driven” method of providing services. As such, CareerSource Brevard wishes to maximize the involvement of business and industry groups in the update and development of the RTOL.
- The CareerSource Brevard Industry Relations Department has ongoing and periodic business engagement events and is charged with the responsibility of soliciting active feedback in the development and update of the RTOL.
- CareerSource Brevard intends to update the RTOL on a yearly basis but has established provisional methods to include occupations which are determined as emerging or necessary to meet a specific industry need.

LWDB 13 levels of training subsidy issued to participants through Individual Training Accounts (ITA) are established in local policy and updated periodically. LWDB 13 utilizes a wage tier model which ties the amount of subsidy to the projected average entry wage for the occupation. The tiers are “entry”, “bridge” and “high wage”.

(7) Employer Engagement: Describe strategies and services used in the local area to:

- A. Facilitate engagement of employers, including small employers and employers in in-demand industry sectors and occupations, in workforce development programs;
- B. Support a local workforce development system that meets the needs of businesses in the local area;
- C. Better coordinate workforce development programs and economic development; and,
- D. Strengthen linkages between the one-stop delivery system and unemployment insurance programs (WIOA §134(c)).

Employer engagement is facilitated by the Business Services Unit who works diligently to educate business customers by providing information on financial incentives and other advantages of using workforce services. The Business Services Unit reaches out to businesses through contact lists developed from participation at job fairs, business development events, economic development activities, human resource associations, local area chambers of commerce, and economic development efforts. CareerSource Brevard leverages these relationships to provide value-added services to identify the skilled human capital that meets their workforce needs. These services may include: OJT, IWT, EWT, internships, apprenticeships and customized training provision for in-demand jobs or high growth industry sectors within the local area.

CareerSource Brevard ensures engagement access for businesses and career seekers to our service delivery system by providing the following:

- Recruitment and pre-screening of qualified applicants.
- Easy access to post job listings through EF.
- Information about job and industry growth trends and forecast information
- Wage data and other valuable labor market information.
- Hiring and training incentives.
- Strategic planning in partnership with education and training providers to analyze and apply workforce intelligence to improve the talent pipeline in support of sectors in demand.

- Mapping of the talent pipelines for various sectors to identify where the talent is needed now, and in the future.
- Increasing the quantity and quality of the talent pool in Brevard County by defining career pathways for individuals that will ensure a continuous supply of qualified talent.
- Communication of the in-demand skills needed by high growth industry sectors to educational and training organizations in order to improve responsiveness and better prepare workers for the sector.
- Enhanced career services including assistance with employability workshops, skills assessments, job referrals and WIOA eligibility screening for (UI) claimants.
- Referrals to UI claimants to an array of training and education resources.
- Provision of assistance to area employers in managing reductions in force in coordination with rapid response activities and with strategies for the aversion of layoffs and the delivery of employment and training activities.
- CareerSource Brevard facilitates a very active business services team that proactively offers services to employers to meet their workforce needs. These services are focused on, but not limited to, providing job listings, job referrals, OJT's to the UI claimant's applicant pool and other qualified candidates, and labor market information.

(8) Priority of Service: Describe local policies and procedures to prioritize services for veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for individualized career and training services in the adult program.

CareerSource Brevard Policy PLN 09-02 contains the local policy and procedures. The application of priority is as follows:

Priority	Application of Priority
1	Veterans and/or eligible spouses who are public assistance recipients and/or low income adults; and/or basic skills deficient who meet existing program eligibility requirements.
2	Nonveterans who are public assistance recipients and/or low income adults; and/or basic skills deficient who meet existing program eligibility requirements
3	Veterans and/or spouses who meet existing program eligibility requirements.
4	Nonveterans who meet existing program eligibility requirements.

Veterans Priority of Service:

The Jobs for Veterans Act (JVA), PL 107-288, signed into law on November 7, 2002, requires that there be priority of service for Veterans and eligible spouses in any workforce preparation, development, or delivery program or service directly funded in whole or in part, by the U.S. Department of Labor (38 U.S.C. 4215). The Priority of Service regulations,

codified at 20 CFR 1010, were issued December 19, 2008 and require qualified job training programs to implement priority of service for Veterans and eligible spouses, effective January 19, 2009.

The regulations require that CareerSource Brevard identify Veterans and eligible spouses at the “point of entry,” which can be at the One-Stop Centers or virtual delivery points such as through Employ Florida Marketplace (EFM).

CareerSource Brevard staff have been trained to inform all Veterans or eligible spouses at the time of their arrival at any of the CareerSource Brevard One-Stop centers that they are eligible for priority of service. CareerSource Brevard staff advise customers of their entitlement to priority of service; the full array of employment, training, and placement services available under priority of service; and any applicable eligibility requirements for those programs and/or services.

Priority of service means the right of Veterans and eligible spouses to take precedence over a non-covered person in obtaining all employment and training services. The eligible Veterans or covered persons shall receive access to the service or resources earlier in time than the non-covered person and when the service or resource is limited. The identification of priority of service doesn’t mean that the Veteran or eligible spouse must immediately verify their status at the point of entry. If the Veteran or eligible spouse is planning to enroll into other programmatic services that require an eligibility determination to be made, then they will be asked to provide validation of any required items.

CareerSource Brevard priority of service covers WIOA, youth, Trade Adjustment Assistance (TAA), Wagner-Peyser programs and reemployment services/referrals. Eligible Veteran employed workers visiting the One-Stop center may take advantage of Wagner-Peyser program services with priority level of service. Nonveterans/ non-eligible spouses who meet the mandatory target criteria must receive the secondary level of priority. This means that the nonveteran/non-eligible spouse falling within the mandatory class of candidates to be served will receive priority over Veterans and eligible spouses who do not meet this mandatory priority.

However, priority of service does not cover CareerSource Brevard programs funded through other grants such as the Welfare Transition Program funded through the state’s TANF block grant and the Supplemental Nutrition Assistance Program Employment &

Training program (aka Food Stamp Employment and Training Program), funded through U.S. Department of Agriculture grants. CareerSource Brevard relies on the TANF funds received to provide the necessary training assistance to TANF program recipients.

WIOA Priority

CareerSource Brevard adheres to the requirements for adult employment and training activities outlined in WIOA section 133 (b), as priority of service regardless of funding levels. Priority is given to recipients of public assistance, other low income individuals, and individuals who are basic skills deficient for receipt of career services. "Priority of service" status is established at the time of eligibility determination for WIOA Title I Adult Registrants and does not change during the period of participation. Section 134 (c) requires that an eligible trainee must have the skills and qualifications to successfully participate in the selected program of training services in addition to meeting the other eligibility criteria. Priority does not apply to the dislocated worker population.

CareerSource Brevard has notified our core program entities, partner agencies, staff and general public through social media of the WIOA Priority of Service requirements. All CareerSource Brevard staff have been trained on the Veterans Priority of Service and WIOA Priority of Service requirements. CareerSource Brevard conducts recruitment from our Supplemental Nutritional Assistance Employment & Training program (SNAP E&T), Welfare Transition Program, Wagner-Peyser program registrants and Adult Education partners to provide career services to this targeted population.

The information needed to evaluate and determination a customer's priority of service are collected on the initial WIOA programmatic pre-screening tools utilized by case management staff. Customers are not required to validate these items until eligibility determination is made.

Participants who are not in a priority of service category but are actively enrolled in career or training service shall be allowed to complete the activity. It is not expected that non-priority service participants must give up their place to an individual who is in a priority of service category and just starting a career and/or training service.

- (9) Training Services:** Describe how training services are provided, including how contracts for training services are used, and how such contracts are coordinated with the use of ITAs (WIOA §134(c)(1)(A)(v)).

Training services provided by CareerSource Brevard are directly linked to an in-demand industry sector or occupation in the local area or the planning region, or in another area to which an adult or dislocated worker receiving services is willing to relocate. CareerSource Brevard provides diversified job-driven training opportunities for individuals, including pre-vocational training, occupational skills training, work-based training, registered apprenticeships, internships, paid work experience, etc. Priority consideration is given to programs that lead to a recognized post-secondary credential and/or industry-recognized credential aligned with in-demand industry sectors or occupations.

CareerSource Brevard has implemented innovative programs and strategies designed to meet the needs of employers, which may include employed worker training programs, customized training, on-the-job training, internships, paid work experience, sectoral and industry cluster strategies, implementation of industry or sector partnerships, career pathway programs, and layoff aversion strategies. CareerSource Brevard seeks to fully utilize the Eligible Training Provider List and contracted providers as necessary to meet job seeker choice and industry needs. As such this plan includes the following additions to assist in determining employer and job seeker training needs:

University of Central Florida: CareerSource Brevard in coordination with Region 11 (Flagler/Volusia) and Region 10 (Citrus/Levy/Marion) have established the Training Agent Contract Agreement with the University of Central Florida (UCF) which extends to all UCF Regional Campuses, Colleges, Institutes, Incubators, Labs and Centers. This regional agreement is of a allows for a customer with specific occupational training needs to have access to courses and programs leading to credentials and degrees that meet local and regional demand. This authorizes University of Central Florida to be included on the Eligible Training Provider List. Training programs which meet local and regional demand criteria are made available based on funding availability.

Adult Education: CareerSource Brevard in cooperation with Brevard County Public Schools (BPS) which includes Adult and Community Education has established a partnership agreement for technical, educational and vocational training which is designed to meet industry needs across various in demand occupations for adult learners and career seekers. The intent of this agreement allows a customer with specific occupational, literacy and English as a Second Language (ESOL) training needs to have access to group or individual

courses and programs leading to language proficiency, credentials and degrees that meet local and regional demand. This includes inclusion of courses on the Eligible Training Provider List (ETPL).

Sector Strategies: In order to develop, implement, and expand sector strategies with a focus on growth industries and to build a competitive workforce, CareerSource Brevard may enter into agreements with training vendors for programs that meet sector strategy training needs not available with existing ETPL. Such vendors may not be able to meet all ETPL requirements but must be able to provide data and outcomes which demonstrate provision of credential(s) leading to successful employment or retention of existing employment within the industry or current employer.

Disaster Worker Training: Brevard County in 2004-05 and again in 2016, 17 & 2019, was impacted by a number of hurricanes and was subsequently included as part of the Governor's and the Federal Emergency Management Agency (FEMA) Disaster Declarations. Brevard County like many other counties in Florida, benefited from the USDOL National Disaster Worker Grant (DWG) funding to support recovery. In circumstances where the grants allows for participant training, Brevard has found that the ETPL can insufficient to meet training needs for participants as they exit the public service program. CareerSource Brevard may enter into agreements with training vendors for programs that meet disaster worker training needs not available with existing ETPL. Such vendors may not be able to meet all ETPL requirements but must be able to provide data and outcomes which demonstrate provision of credential(s) leading to successful employment or retention of existing employment within the industry or current employer.

This authorizes University of Central Florida, BPS and training vendors who meet sector strategy needs or disaster worker training needs to be included on the Eligible Training Provider List. Training programs which meet local and regional demand criteria are made available based on funding availability.

CareerSource Brevard has placed a priority on and budgeted funds for demonstrated effective work-based strategies that meet employers' workforce needs, including on-the job training, employed /incumbent worker training, registered apprenticeships and paid work experience.

Training for WIOA Youth and the Welfare Transition program will also follow the Regional Targeted Occupations List. At the pleasure of the President of CareerSource Brevard, an expanded RTOL may be used.

CareerSource Brevard case management staff determines the customer's need for WIOA funded training services following completion of an interview, evaluation, or assessment, and career planning based on the following criteria:

- Candidate is unable or unlikely to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through career services.
- Candidate is in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment.
- Candidate has selected a training program or training services that are directly linked to the demand occupations that will lead to employment opportunities in the local area or the planning region.
- Candidate has the skills and qualifications to successfully participate in the selected training program.
- Candidate doesn't currently possess skills in a demand occupation.
- Candidate has limited skills in the chosen training program that will significantly reduce employment opportunities.
- On-the-Job Training Services: Candidate has been unable to secure self-sufficient employment with current skills. Customer is in need of assistance with training in a targeted occupation in order to become more skilled with the goal to retain employment following the subsidized OJT training period.

CareerSource Brevard provides occupational skills ITA based training services through an open training provider application process. Applications must meet the minimum standards established by CareerSource Florida.

CareerSource Brevard maintains a Scholarship Memorandum issued periodically that governs funding allocated to ITA and Employer based training. This memorandum establishes the wage

tiers and mix of services to meet business and job seeking customer needs. This memorandum allows adjustments on a periodic basis.

Individual Training Accounts (ITA)

ITAs are linked to in-demand employment opportunities in the local area. CareerSource Brevard will provide ITAs for qualified WIOA career seekers in need of financial assistance to obtain the education and job skills necessary for a career that will lead to self-sufficiency. ITAs are issued for specific training programs and training providers, and may be used at any approved institution for payment of tuition, books and fees. ITAs are categorized into three tiers based on whether the occupational training is for an entry level position, bridge position, or high-wage position. The tiers, average wage and maximum investment are defined in the tables below:

INDIVIDUAL TRAINING ACCOUNTS (ITA)

THRESHOLDS FOR ALLOWABLE ITA INVESTMENT		
<i>Tier</i>	<i>Average Entry Wage</i>	<i>Maximum Investment</i>
Entry	\$9.99 or Less	\$3,000
Bridge	\$10.00 - \$14.99	\$6,500
High	\$15.00 and Up	\$8,500

These Tiers may be adjusted as necessary to meet the needs of job seekers and employers. ITAs, in the form of a voucher as payment to the training institution, are issued on a semester or class basis and service providers must track the total amount issued to ensure that limits are not exceeded. ITAs may be used for education, job skills training, and associated needs required for employment in one or more of the careers named on the RTOL or to obtain specific skills certification leading to one of the occupations in demand.

Work-based Training

Work-based training is employer-driven with the goal of unsubsidized employment after participation. It involves a commitment by the employer(s) to fully employ successful participants after they have completed a training program. It is a successful training strategy for participants and employers in that participant finds high quality work and the employer develops a highly skilled workforce. It is the policy of CareerSource Brevard to maximize “work-based training”. This policy shall apply to all work-based training unless otherwise indicated by a specific grant or funding source. In such cases where there is a variation from this policy, the grant documents, special grant conditions or the strategic plan governing the implementation of the special grant, shall take precedence. Training types are as follows:

Training Type:	Description:
On-the Job (OJT)	The business hires the participant, provides training per contract and specified training plan, Business retains participant who successfully completes training
Customized (CT)	Used by business to meet training needs through talent pipeline development. Contract with training provider to develop and deliver training. Business commits to hiring participants who successfully complete training.
Incumbent Worker (IWT)	Used by business to upskill existing employees for the purposes of retention, lay-off diversion or promotion that leads to backfilling into less skilled position. WIOA limits IWT to 20 percent of the Adult and Dislocated Worker funds allocated to the region. IWT only participants are not include in WIOA performance accountability calculations.
Registered Apprenticeships (RA)	A national training system that combines paid learning on-the-job and related technical and theoretical instruction in a skilled occupation.” Participants are employed and may participate in an OJT, ITA or a combination of the two. Incumbent worker and customized training may also be utilized.
Pre-apprenticeships (PA)	Program or set of services designed to prepare individuals to enter and succeed in a Registered Apprenticeship program. PA programs have a documented partnership with one or more apprenticeship programs. Example: Participant enters a pre-apprenticeship program operated by Adult Education for 167 hours and upon completion is automatically accepted into the 8000 hour HVAC Apprenticeship program.
Transitional Jobs (TJ)	The purpose of Transitional Jobs is to connect individuals with, barriers to employment, chronic unemployment or an inconsistent work history with opportunities to build workplace skills and job history. All eligible Adult and Dislocated participants may participate in transitional jobs. Once a customer has been determined eligible for a funding source they must complete an initial assessment and meet one or more of the criteria specified in the local policy.
Work Experience (WE)	Work Experience is a training service activity designed to meet the needs of individuals who have limited or no work experience in targeted industries and occupations in demand, or, outdated skills, or no work experience related to their recent educational career field and is in need of this service to obtain unsubsidized employment leading to self-sufficiency. Internships are provided via a contract between employers with emphasis on matching work site opportunities with the training, interests and aptitudes of WIOA participants for targeted industries with occupations in demand.

THRESHOLDS FOR ALLOWABLE OJT INVESTMENT		
<i>Tier</i>	<i>Average Entry Wage</i>	<i>Maximum Investment</i>
Low	\$12.00 - \$14.99	\$7,800
High	\$15.00 and Up	\$9,500

(10) Customer Choice Process: Describe processes the local board uses to ensure customer choice in the selection of training programs, regardless of how the training services are to be provided (WIOA §108(b)(19)).

The CareerSource Brevard Board assures that the One-Stop Career Center System and partners will adhere to the principles of consumer choice requirements as outlined in provisions of the WIOA.

WIOA Title I-B assigns responsibilities to the state and local levels to support participants in need of training services for the purpose of enhancing their job readiness or career pathway, ensuring their access to career training through a list of approved training providers and programs. Training services are provided in a manner that maximizes consumer choice in the selection of an eligible provider.

CareerSource Brevard Eligible Training Provider List and Regional Targeted Occupations list (RTOL) are posted on the CareerSource Brevard website. The (RTOL) was developed after extensive research in the local, regional and statewide Labor/Job Market. In addition, the CareerSource Brevard Board of Directors, consisting of local business experts, reviews and approves this RTOL annually or as needed. Customers interested in pursuing training services are encouraged to review these tools to explore and research the training programs listed prior to selecting a training program in a growth and demand occupation. CareerSource Brevard staff ensures that each customer is made aware of the full array of training services available under WIOA. Program staff do not promote any training provider however; provide relevant performance outcome data for consumers to make informed training decisions.

Occupational skills training shall be provided in a manner that ensures informed customer choice in the selection of training for regionally in-demand occupations and prudent use of public funds in the selection of such providers. This process ensures transparency and

supports informed customer choice in the evaluation and selection of training providers and programs.

Guidelines for establishing Individual Training Accounts (ITA's) are to be used to access approved training programs provided by "eligible training providers. (ETPs)" Eligible training providers are those that are approved and are maintained on a statewide listing of approved training vendors known as the ETP state list.

If a customer selects a training provider and/or training program that is outside of our region, our Board has established a policy that requires a waiver request to be submitted and approved by the CareerSource Brevard President or designee. It is the intent of the Board to fund only those training programs on the regional or state Targeted Occupational List (TOL).

In addition, CareerSource Brevard ensures that there are sufficient numbers and types of providers of career services and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities) serving the local area in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.

(11) Individual Training Accounts: Describe the process and criteria for issuing Individual Training Accounts (ITAs) (WIOA §108(b) (19)).

- A. Describe any ITA limitations established by the board;
- B. Describe any exceptions to the use of ITAs.

CareerSource Brevard has developed its ITA system to encourage and promote career pathways that lead to self-sufficiency. Career seekers determined eligible and suitable are issued an ITA for training programs included on the Regional Targeted Occupations List and to an approved Eligible Training Provider. Training services may be provided if CareerSource Brevard staff determine, after an interview, evaluation, assessment, and career planning, that the individual:

- Is unlikely or unable to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone;

- Is in need of training services to obtain or retain employment that leads to self-sufficiency or wages comparable to or higher than wages from previous employment, through career services alone; and
- Have skills and qualifications to successfully participate in the selected program of training service.

Career seekers receive ITAs for selected training programs and training providers that are listed on the Eligible Training Provider List. All training must lead to an industry recognized certification, credential, or degree upon completion.

Individuals who have degrees in current demand occupations, employed full-time and have years of experience in their field are not appropriate for consideration of additional training, unless there is an extenuating circumstance (i.e. industry occupation in decline; Space Shuttle retirement). Career seekers who fail to meet the established grade standards must seek other sources of financial assistance until such time the grade level in each class returns to a “C” (2.0) and documentation has been provided to the Staffing Specialist. ITA funding is contingent upon grades, attendance, contact with Career Counselors and availability of funds. Other training avenues such as OJTs, internships or work experience, transitional jobs and customized training may be pursued.

(12) Microenterprise and Entrepreneurial Training: Describe mechanisms currently in place or in consideration that provide Microenterprise and entrepreneurial training. Describe mechanisms in place that support programs and co-enrollment, where appropriate, in core programs as described in WIOA section 134(a)(3)(A)(I) (WIOA §108(b)(5)).

See Section Coordination of Services (2) Coordination with Economic Development Activities for information on entrepreneurial resources used by CareerSource Brevard.

CareerSource Brevard recognizes the importance of coordinating workforce and economic development activities in order to focus on long-term economic growth. Part of our plan for long-term economic growth is the referral mechanisms and coordination strategies established to enhance entrepreneurial training and microenterprise services. Entrepreneurism is an important marker in the economy, part of the generation or regeneration of communities, and often a beacon for the future.

- (13) Enhancing Apprenticeships:** Describe how the LWDB enhances the use of apprenticeships to support the local economy. Describe how the LWDB works with industry representatives and local businesses to develop registered apprenticeships, in collaboration with apprenticeship training representatives from the Florida Department of Economic Opportunity and other partners, including educational partners. Describe how job seekers are made aware of apprenticeship opportunities.

CareerSource Brevard is committed to promoting Registered Apprenticeship (RA) opportunities as a career pathway for job seekers and as a job-driven strategy for employers and industries. Resources are made available to support participants of apprenticeship programs in the form of ITAs, OJT contracts for new hires, supportive services to include training materials such as books and tools, and employed worker training funds for companies that carry out programs under the National Apprenticeship Act. CareerSource Brevard works with the Florida Department of Education Division of Career and Adult Education and the regional apprentice training representative to assist in the expansion of existing or development of new apprenticeship programs based on employer demand in the region. The coordination with eligible training providers, employers, joint apprenticeship training programs, and local educational institutions at the secondary and post-secondary levels also provides support to these programs to meet industry demand and align with local workforce initiatives. Additionally, apprenticeship programs are promoted to employers as a solution to the challenges of finding workers with the skills required to fill essential positions.

Local apprenticeship programs are promoted to job seekers as a career pathway in our centers through partner organizations co-located in our centers, the organization website, flyers, resource rooms, and career development planning with center staff. CareerSource Brevard also assists apprenticeship programs with the placement of apprentices not currently engaged with a participating employer by providing referrals of job seekers to employers seeking an apprentice.

Most recently CareerSource Brevard staff has spearheaded local efforts to establish pre-apprenticeship program for trade occupations (Heating & Air Conditioning Installer – Servicer, Plumber, Pipefitter Sheet Metal, Heating & Air Conditioning Installer – Servicer, Plumber, Pipefitter Sheet Metal Worker Line Erector (Lineman) and Electrician in partnership with Brevard Adult Education...

CareerSource Brevard has partnered with CareerSource Palm Beach replicate a successful, employer-driven pre-apprenticeship program that has been proven to support industry needs

in California. The Aero-Flex Pre-Apprenticeship program is currently in a planning phase but is designed to meet the workforce development needs common to our region's aerospace and aviation manufacturing industry partners. This unique training program provides a customized layer within the framework to allow each employer to design or 'flex' its own program, meeting not only needs of the industry but each participating employer. This USDOL approved pre-apprenticeship program is an employer-driven mode. The training included in the program will be identified and agreed upon by each participating employer.

To meet the requirements of the TEGL the CareerSource Board of Directors has two representatives which have enhanced our awareness and use of apprenticeships.

- (14) Other Program Initiatives:** Describe services provided that include implementing initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs, work-based training, industry and sector strategies, career pathway initiatives, utilization of effective business intermediaries, and other initiatives supporting the board's vision and strategic goals described in Section III WIOA §134(c).

CareerSource Brevard incorporates the incumbent worker training programs, on-the-job training programs, customized training programs, industry and sector strategies, career pathway initiatives, and other initiatives to support the board's vision and strategic goals. CareerSource Brevard also offers these programs to provide either occupational or educational training to employees of the local area's businesses.

The training addresses skill gaps of the incumbent workers, impacts company stability, and enhances the employees' continued employability. On-the-job training continues to provide a bridge between employers and workers, offering a timely and cost effective solution to meet the needs of both. On-the-job training is an effective option for upgrading skills and ultimately retaining employment.

The specific training helps the incumbent workers retain a job with changing skill requirements, or can upgrade their skill qualifying them for a different job with the employer. This improved knowledge or certification obtained from the training adds value to the company and often leads to an opportunity for advancement and/or wages increase.

- (15) Service Provider Continuous Improvement:** Describe the local board's efforts to ensure the continuous improvement of eligible providers of services, including contracted services

providers and providers on the eligible training provider list, so they meet the needs of local employers, workers and job seekers (WIOA §108(b)(6)(A)).

CareerSource Brevard ensures service providers achieve program quality and outcomes that meet the objectives of federal, state and local programs by providing technical assistance and guidance, as needed; regularly monitoring; comparing results with, federal and state standards, and requiring corrective actions when necessary; following up to ascertain that corrective actions are completed, and documenting progress through regular reporting. Service provider contracts include the required outcomes and quality standards required by CareerSource Brevard. The model along with continuous improvement teams also enhance our continuous improvement. All contractor payments are contingent upon performance.

CareerSource Brevard utilizes various team members with programmatic experience to ensure that contracted service provider programs are in compliance with federal/state/local regulations and to provide technical assistance, guidance and training as needed. The contracted service provider is monitored regularly by internal team members and by the CareerSource Brevard contracted monitoring firm. Any issues discovered are reported to the Vice President of Operations and the service providers. CareerSource Brevard requires contracted service providers who are found to be out of compliance with any contractual agreements, the law, and/or program regulations to complete corrective action plans. They are required to respond in writing with a Corrective Action Plan.

The progress and success of contracted service providers are reviewed through performance reports and feedback from the community, including the committee process. The reports cover the performance and expenditures of service providers and staff compares outcomes, success rates, cost effectiveness and the service provider's value to the community based on these performance reports, monitoring reports, information from committees and information obtained from the State's management information systems.

CareerSource Brevard has an established application process and quality standards for potential training providers. Applications from potential training providers are accepted throughout the year. CareerSource Brevard has an Eligible Training Provider List Policy, which details the approval process to become an eligible training provider for our local area. CareerSource Brevard has developed a Training Provider Agreement for eligible providers. The Agreement requires that all training providers submit performance information on a

regular basis as well as cost information on an annual basis or as costs change. A Training provider performance review is the tool utilized by CareerSource Brevard to provide performance information. The performance is reviewed by the Business Workforce Committee on an annual basis. The following performance levels apply at this time but are subject to change by policy revision:

	Performance Standards	Annual Performance Criterion
1	Completion Rate	75%
2	Employment Rate in Related Occupation at one year	60%
3	Percentage of individuals who obtain unsubsidized employment	60%
4	Wages at placement in employment	RTOL Wage
5	Retention rate in unsubsidized employment at six months after employment	55%
6	Wages at six months after employment	RTOL Wage
7	Rate of licensure	60%
8	Cost per participant	\$ as supplied by vendor

The Training Provider information is available on the website for review by customers interested in training opportunities and updated regularly. Complaints from participants or the community regarding the performance of a training provider are addressed initially by administrative staff. Staff contacts the training providers, via a telephone or on-site visit, to verify facts. Staff may request a corrective action plan, if the complaint is validated. If staff is unable to resolve the complaint with the training provider and the participant, the complaint is reviewed by the Vice President for resolution.

At any time during the year, staff can make recommendations to the President to cease training for occupations that have resulted in over-training and/or when there is a decline in job openings.

(16) Youth Program Design: Describe the design framework for local youth programs and how the 14 program elements required in §681.460 of the WIOA regulations are made available within that framework (WIOA §129(c) (1)).

A. **Define the term “a youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual’s family, or in society.”**

Describe how the local board defines whether a youth is unable to demonstrate these skills sufficiently to function on the job, in their family, or in society and what assessment instruments are used to make this determination (20 C.F.R. §681.290).

B. Define “requires additional assistance.”

Describe how the local board defines the term “requires additional assistance” used in determining eligibility for WIOA-funded youth programs (20 CFR §681.300).

The CareerSource Brevard Youth model, called “NextGen,” is a program of CareerSource Brevard for eligible young adults seeking to gain work experience, enter the job market and plan for or launch a career. Youth activities include occupational skills exploration, pre-employment/work skills training, counseling, and opportunities for academic skill building, GED preparation, job development, work experience, On-the-Job Training, job placement, and follow-up. The Next Gen model was highlighted in the March 26, 2015 USDOL Employment and Training Advisory System (TEGL 23-14) Operating Guidance as an “*Example of Local Areas Successfully Servicing Larger Numbers of Out of School Youth (OSY).*” CareerSource Brevard has an OSY Expenditure Rate in excess of 80%. The Next Gen outreach strategy includes engaging dropouts via partnerships with the public school system where youth active in the High School Equivalency (HSE) program are referred to CareerSource Brevard for inclusion in the Next Gen program. CareerSource Brevard also works directly with Elementary and Secondary Education Act (ESEA) Title I Schools to provide outreach to graduating seniors and pregnant teen’s programs. Community partnerships with the Department of Juvenile Justice and foster care providers include referrals of youth and joint staffing, where appropriate. The NextGen service model includes a weeklong workshop encompassing assessment, life skills training, and goal setting/planning. After completing these modules, the youth and staffing specialist create a bridge plan to link them to ongoing services, which include career coaching and skills training to earn an in-demand industry-recognized credential, continued support to get a job, learning job search techniques, developing a resume portfolio, career coaching, paid work experiences, on-the-job training, and supported job search assistance.



The Next Gen program model is supported by the December 2015, Workforce Strategies Initiative publication “Connecting Young Adults to Employment”. This study identifies five job qualities noted as important by youth agencies. These qualities are as

- Stable employment (not contract or temporary employment) (72 percent);
- Self-sufficiency or family-supporting wages (65 percent);
- Full-time jobs (61 percent);

- Opportunities for advancement and pay increases (56 percent); and
- Predictable, set hours (48 percent),

In-School and Out-of-School Youth with disabilities are offered the same services and activities. All youth are assessed and accommodations provided on an individual basis. Most often identified are learning disabilities. The Disability Program Navigator (DPN) teams with other agencies to develop business outreach and training services for regional businesses. Future planning of collaborative services may include WIOA staff enrolling youth and referring to Vocational Rehabilitation (VR) for assessment based on the educational or vocational career path and an identified disability. Individuals pursuing post-secondary options must provide the schools with current documentation to complete a 504 accommodation plan. VR plays a key collaborative role in providing individuals with disabilities access to a variety of specialized providers; medical, mental health, psycho/social, rehabilitative engineers and vocational evaluators. Accommodations such as IPADS provided to individuals for use in the workplace or educational environment to address hearing or learning limitations are an effective, low cost solution easily provided by Vocational Rehabilitation. Assessment and/or evaluation results and recommendations shared with the customer and their WIOA Career Development Representative (CDR) are incorporated into the Career Planning process. The DPN & Integrated Resource Team remains a resource to the Career Representative and client throughout the service delivery phase.

The CareerSource Brevard youth program aligns with USDOL's goals of preparing workers for good jobs and assuring the attainment of the skills and knowledge that ensure workers succeed in a knowledge-based economy. The program specifically targets at risk youth that are current or former high school dropouts with the greatest challenges to finding good jobs. The program is designed as a holistic approach to provide technical training, educational training, workplace essential skills, and social skills. Youth will participate in a continuum of services designed to permanently remove the "at-risk" label and set them on their chosen career pathway

We have incorporated into the local youth program design the 14 program elements of WIOA:

- Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies. Included in the framework enrolled youth will have the opportunity to attend GED prep classes and/or obtain a high school diploma. CareerSource Brevard works closely with Adult Education partners to provide GED instructors for these activities. Tutoring and mentoring will be provided through the instructors, on-line vendor, volunteers, interns, and AmeriCorps participants. Through the use of

- TABE Academy, staff is able to prescribe computer-based remediation classes for youth and are available for one-on-one tutoring as needed.
- Alternative secondary school services, or dropout recovery services, as appropriate. CareerSource Brevard addresses these issues to some extent; however these activities are under the purview of the Adult Education programs administered by the local school districts. Staff has established MOU's to address general partnership framework, but have also developed strong ties at the frontline service level by having LWDB staff outreach to Adult Ed/GED classes throughout the region and providing one stop services such as employability skills training and job search/placement activities at various Adult Ed locations.
 - Paid or Unpaid work experiences that have as a component academic and occupational education (Not less than 20% of funds shall be used for this) which include: Summer employment opportunities and other employment opportunities available throughout the school year. Work experiences are paid and are made available as needed and as budget is available to youth customers. A key member of the NextGen team is the work-based training coordinator who creates OJT and work experience opportunities and matches the young adults to them.
 - Pre-apprenticeship programs. The region has limited programs in this category but have been very involved in the development and ongoing activities associated with pre-apprenticeships.
 - Internships and job shadowing. CareerSource Brevard has developed and maintains ongoing activities related to internship programs. CareerSource Brevard focus is primarily on paid internship opportunities however employers who are seeking unpaid interns may list those opportunities on the Employ Florida site as well.
 - On-the-job training opportunities On-the-job training programs and Paid Work Experience have been a priority. Many of the youth lack experience and need the employer based training strategies. OJT is a great way to establish employment opportunities, improve partnerships with employers, and provide job seekers with a better chance of being retained by offsetting some of the initial training cost of a new employee
 - Occupational skills training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-

- demand industry sectors or occupations in the local area. Youth enrolled in these training programs will have access to post-secondary training that will lead to industry recognized credentials. Youth 18 and older can be co-enrolled and qualify for ITAs through WIOA adult funding when available.
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster. Next Gen has an established design that will concurrently offer education, technical training, and/or OJT/PWE. Locally efforts will continue to work internally to design additional programs, and externally with technical schools and community colleges to design programs that offer concurrent activities that will lead to employment in targeted occupations.
 - Leadership development opportunities, which may include community service and peer centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate. The LWDB has experience with community service and peer centered activities. That knowledge will be incorporated into the year round activities. Through partnership with to be determined local organizations, CareerSource Brevard expects to enhance the existing program.
 - Supportive services may be made available to all youth participants. Primarily these services consist of transportation, clothing and employment related supplies. Next Gen has developed relationships with homeless shelters and other community, faith based, and government funded programs to provide assistance when applicable. Partners include Goodwill and Early Learning Coalitions.
 - Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months that may occur both during and after program participation. Mentoring is currently provided to a limited number of customers who are also enrolled in education foundation programs. CareerSource Brevard will actively recruit mentors from employers who hire through PWE/OJT, AmeriCorps, and faith and community based organizations.
 - Follow-up services for not less than 12 months after the completion of participation, as appropriate. CareerSource policies and procedures require post-exit follow up services for at least once per quarter and more frequently if determined necessary. The Staffing Specialist assigned to the individual when enrolled may maintain responsibility for seeing youth through until follow up is completed, serving as a mentor

- to the program participant, as well. Those who don't require as intensive a follow up are transferred to the follow up unit where designated staff provide those services.
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate. Career Counselors are responsible for comprehensive career service counseling and identifying the need for additional types of counseling. Individuals needing counseling for other barriers are referred out to partner agencies who are experts at working with individuals with alcohol and drug abuse issues.
 - Financial literacy education. This is a component of training, touching on financial reality and responsibility. Additionally, CareerSource partners with numerous financial institutions, and community based organizations as well as internal staff who are trained in financial literacy. Workshops are available at regularly scheduled times at selected one stop locations.
 - Entrepreneurial skills training. CareerSource Brevard is working to establish a partnership with Junior Achievement to accomplish this as youth customers identify this area of interest. Young adults have access to other RWB efforts that promote and provide information on entrepreneurship.
 - Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area (career awareness, career counseling, and career exploration). This is a key component of training at the onset of a youth's participation. Career Counselors have numerous tools to use including local Targeted Occupations List, DOL website, State of Florida, EFM, and others to provide information about in-demand occupations within strategic industry sectors.
 - Activities that help youth prepare for and transition to post-secondary education and training. All of the activities discussed in the program design and throughout the fourteen program elements are designed to prepare youth for transition to postsecondary education and training and/or a career path. Partners such as employers, local school districts, community colleges, private schools, junior achievement, education foundations, and other government funded programs and other community-based and faith-based organizations provide a system of support for youth to succeed in their career and their personal lives.

- Definition of the term “a youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual’s family, or in society.” Describe how the local board defines whether a youth is unable to demonstrate these skills well enough to function on the job, in their family, or in society and what assessment instruments are used to make this determination. 20 C.F.R. §681.290

- CareerSource Brevard has chosen to define “a youth who is unable to compute or solve problems or read, write or speak English at a level necessary to function on the job, in the individual’s family, or society based on a youth meeting one of the criteria listed in chart contained on

Youth Unable to Compute, Solve Problems, Read, Write or Speak English

- Reading, Math or Language comprehension below 9th grade.
- Math computation to include word problems at or below 9th grade
- Complete basic computer literacy through online assessment.
- Communicate in English via everyday conversation/interaction.

this page. The primary assessment tool is the Test of Adult Education “TABE”. Wonderlic GAIN is also used, however staff is currently reviewing the possibility of using the CASAS (Comprehensive Adult Student Assessment System). Individuals who score below a ninth grade level in reading or math are referred to adult basic education programs or to TABE Academy for prescribed computer-based classes in areas of need. Career Counselors will assess an individual’s verbal, written, and computer skills during the WIOA pre-screening, suitability, application and enrollment process. Staff will also discuss other barriers to employment that require support services or additional counseling from partner agencies. It is largely incumbent upon the staffing specialist to assess the youth and develop the appropriate strategy to best serve the individual. This may not include enrollment into the LWDB youth program if it’s not in the individual’s best interest.

- a. Definition of “requires additional assistance.” Describe how the local board defines the term “requires additional assistance” used in determining eligibility for WIOA-funded youth programs. 20 CFR §681.300
 1. Are doing poorly in school based on indicators such as poor attendance rates, achievement test scores, grades, or other measurements related to successful learning;
 2. Have been determined by the school district or another community partner to be “at-risk” for one of the barriers to employment as prescribed by WIA(WIOA);

3. Currently have a job below an adequate level for self-sufficiency; in other words termed "underemployed";
4. Have a family history of teen pregnancy or underemployment;
5. Have been terminated from paid employment during the past 12 months;
6. Have worked less than three consecutive months in the same job during the past 12 months, including never worked;
7. Post-secondary students within a semester before or after graduation (from a Bachelor's Degree or lower program), seeking to enter their career field of choice and who have less than 3 months' employment history in the field desired.
8. Youth dependents (spouse or children) of active duty military including drilling National Guard or Reservists and military retirees who are within 1 year of their official retirement date.

In an effort to assist in understanding the WIOA directives for in-school youth which specifies that "Low Income", as defined by WIOA §3(36), or lives in a high poverty area, the Florida Department of Economic Opportunity maintains a [web portal](#) for the high poverty areas. The following data is provided to assist in identify youth who live in those areas:

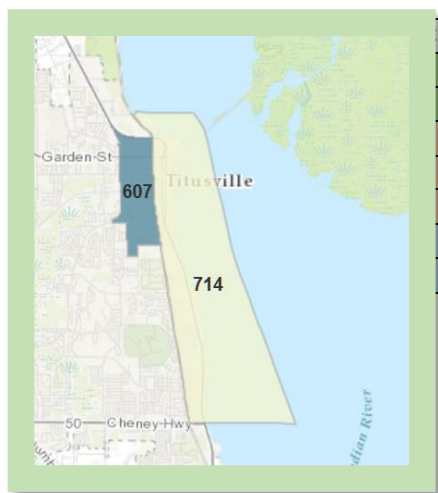


Figure 1

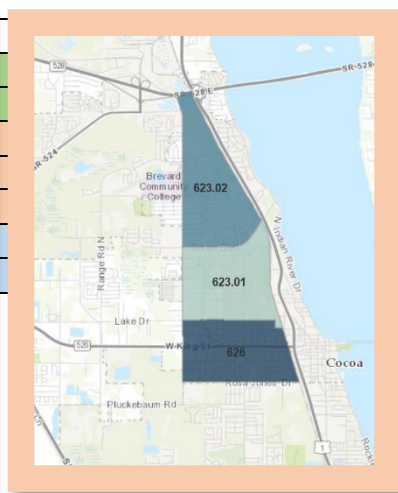


Figure 2

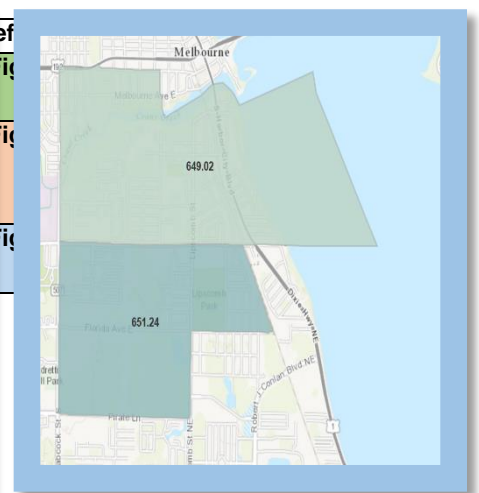


Figure 3

ATTACHMENTS

With the exception of the by-laws (linked) the attachments included are listed below.

#	Attachment Description	Attachment (Notes)	LINK
1	Executed Memoranda of Understanding (MOU) for all one-stop partners and Executed Infrastructure Funding Agreements (IFA) with all applicable WIOA required (Section III(b)(2) and Section IV(a)(1)(d) of the State of Florida WIOA Unified Plan); 1A. DOE Blind Services - Expires 01/01/2021 1B. DOE Vocational Rehab – No Expiration 1C. AARP SCSEP No Expiration 1D. Perkins Eastern Florida State College – No Expiration 1E. CSBG Brevard Housing & Human Services – No Expiration 1F. Brevard County Schools Adult Education – Expires 06/30/2020 1G. Updated MOU/IFA Currently Being Review & Signed by Partners	A & B (CSB Combined MOU/IFA)	https://careersourcebrevard.com/wp-content/uploads/2020/03/WIOA-Local-Plan-2020-2024-Attachments-A-and-B.pdf
2	Executed Interlocal Agreements (in cases where there is more than one unit of general local government);	C NOT APPLICABLE (Brevard is a Single County Region)	No Link
3	Agreements describing how any single entity selected to operate in more than one of the following roles: local fiscal agent, local board staff, one-stop operator or direct provider of career services or training services entity will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest. Also attach copies of any procedures on how roles are delineated to verify the firewalls are effective.	D	https://careersourcebrevard.com/wp-content/uploads/2020/03/3-CareerSource-Brevard-ADDENDUM-02-27-20.pdf
4	The current board member roster, meeting minutes for the local plan agenda item, discussions about the plan, and the board's vote on the local plan; 4A. Current Board Member Roster 4B. Board Meeting Minutes for 4 Year Plan Adoption 02/20/20 4C. Board Action Brief for 4 Year Plan Adoption 02/20/20	E	https://careersourcebrevard.com/wp-content/uploads/2020/03/WIOA-Local-Plan-2020-2024-Attachment-E.pdf
5	Any comments submitted during the public comment period that represent disagreement with the local plan (Public Law 113-128, Section 108(d).	F No Public Comments Received	No Link
6	If the local area includes more than one unit of general local government in accordance with WIOA sec. 107(c)(1)(B), attach the executed agreement that defines how parties carry out roles and responsibilities of the chief elected official;	G NOT APPLICABLE (Brevard Single County Region)	No Link
7	A copy of the agreement executed between the chief elected official(s) and the Local Workforce Development Board;	H	https://careersourcebrevard.com/wp-content/uploads/2020/03/7-MOU-with-CEO-2012.pdf
8	A copy of the current by-laws established by the chief elected official to address criteria contained in §679.310(g) of the WIOA regulations.	I	LINK

SIGNATURE PAGE

SIGNATURE PAGE



This plan represents the best efforts of CareerSource Brevard to maximize the resources available under the various funding sources establishing the One-Stop/Career Center System in Brevard County for the Local Workforce Development Board 13. The plan was electronically submitted on or before March 16, 2020 and meets the requirements specified by the state which includes: Local Board Approval & Chief Elected Official. The plan covers the period of July 1, 2020 through June 30, 2024 and has been updated in accordance with the instructions provided by the CareerSource Florida (CSF). The plan contains local information and data necessary to provide the vision, goals, objectives and strategies necessary to ensure that Brevard County contributes to Florida becoming a "top performing economy and be recognized as the world's best place to live, learn, work, and do business". This plan represents the efforts of CareerSource Brevard to implement the Workforce Innovation and Opportunity Act in Brevard County, Florida. CareerSource Brevard will operate in accordance with this plan and applicable federal and state laws, rules, and regulations.



Approved by Board of Directors on 02/20/20



Scheduled for CEO Approval of 04/07/20

CAREERSOURCE BREVARD

Susan Glasgow, Chair

Marci Murphy, President

Date:

CHIEF ELECTED OFFICIAL (CEO)
Brevard County Board of County Commissioners

Bryan Lober, Chair

Attest:
Scott Ellis, Clerk

Date: (As Approved by the Board on 04/07/2020)

**MEMORANDUM OF UNDERSTANDING
WORKFORCE SERVICES FOR BREVARD COUNTY, FLORIDA**

THIS AGREEMENT, by and between the **Board of County Commissioners of Brevard County**, Florida, a political subdivision of the State of Florida (hereinafter the "**County**") and the **Brevard Workforce Development Board, Inc., d/b/a/ as CareerSource Brevard**, a non-profit corporation (hereinafter "**CareerSource Brevard**").

WHEREAS, in 1998 Congress passed the Workforce Investment Act (WIA) to maximize federally funded job training programs and to create a comprehensive workforce investment system. The intended system was to be customer focused and to allow Americans to access the tools they needed to manage their careers through information, high quality services and to help U.S. companies find the skilled workers necessary to compete in a global society; and

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), Public Law 113-128 supersedes the Workforce Investment Act of 1998 and grandfathers-in the current workforce areas designated by the Governor of the State of Florida based on meeting performance requirements;

WHEREAS, the workforce system is designed for the Federal, State and Local partners to work together. Local workforce investment boards, in partnership with local elected officials, plan and oversee the local system while the state level workforce investment board provides statewide policy, guidance and interpretations. Local governments through local Boards of County Commissioners provide local control for the workforce system so that, talent supply, job creation, economic development and other services important to local citizens are determined by local decision-making; and

WHEREAS, the County serves in the Chief Elected Official role as prescribed by the Workforce Innovation and Opportunity Act (WIOA) of 2014 (CFR 679.370) and CareerSource Brevard is the designated Regional Workforce Board by the State of Florida, Department of Economic Opportunity (DEO) (Chapter 445, Florida Statutes) for Brevard County; and

WHEREAS, this Memorandum of Understanding sets out the required local control for public workforce services, job training, economic development related activities as declared by WIOA and addresses local accountability, appointment of Board Members, fiscal agent designation, planning, career center (One-Stop), performance measures and other required or agreed upon roles and responsibilities,

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

SECTION 1. CHIEF ELECTED OFFICIAL ROLE – Local governance is an important provision of WIOA. The local focus is reflective of local economic conditions, local business and employer demands as well as the broader skill development of needs of jobseekers. This role is operationalized by appointment of members to the CareerSource Brevard Board of Directors which includes designation of CareerSource Brevard as the fiscal agent for public workforce investment resources made available or assigned to Brevard County, approval of the various State and Federal planning documents, maintenance of performance and designation of Career Center or One-Stop Operators.

SECTION 2. BOARD MEMBER APPOINTMENTS – The County shall be responsible for appointment of members to the CareerSource Brevard Board of Directors. As vacancies occur, CareerSource Brevard shall forward the County a list of approved CareerSource Brevard Board of Director's nominees for appointment. The selection of nominees presented to the County is based on requirements of Section 107(2)(a) of WIOA and 445.007, Florida Statutes. Business representatives shall comprise 51% of the Board of Directors as prescribed by the CareerSource Brevard Bylaws. Business representative

nominees shall come from recommendations of the various economic and business development organizations in Brevard County. The County may appoint or reject the nominees presented. The County Manager shall sit on the CareerSource Brevard Board of Directors or appoint a representative of the senior management staff to serve as a liaison between the County and the CareerSource Brevard Board of Directors. This role shall provide the input and partnership required for the Chief Elected Officials and meets the required participation and oversight of the one-stop career center system. While the County Commission is responsible for the appointment of board members, the County Manager shall also be designated to approve and execute any documents related to CareerSource Brevard Board Membership as required by the State of Florida to meet State Board membership compliance requirements.

2.1 CareerSource Brevard shall adopt such procedures to ensure compliance with applicable conflict of interest and public meeting laws. Members of the CareerSource Brevard Board of Directors shall ensure there is no conflict of interest in the voting actions of the CareerSource Brevard Board or its members with respect to all activities by complying with all disclosure, conflict of interest statutes, and other regulations and guidelines, as well as complying with all public meeting requirements, notifications and restrictions as prescribed by law.

SECTION 3. FISCAL AGENT DESIGNATION – The WIOA allows the County to delegate an entity to serve as a local fiscal agent and sub-grant recipient of the funds received pursuant to 20 CFR 679.420. This agreement confirms that the County delegates CareerSource Brevard as the local sub-grant recipient and local fiscal agent for all Workforce Innovation and Opportunity Act funds and other workforce development programs operating within the Local Workforce Development Area. As sub-recipient of funds and the fiscal agent, it shall be the responsibility of CareerSource Brevard to assure the funds are received, accounted for in accordance with WIOA, generally accepted accounting principles, OMB Circulars, State of Florida Cash Management policies and any other guidance as prescribed by the grantor or funding source. In the role of fiscal agent, CareerSource Brevard shall provide a copy of the annual financial audit and other information as required by the County within thirty (30) days after approval by CareerSource Brevard. In accordance with Section 107 of the Workforce Innovation and Opportunity Act of 2014, Chief Elected Officials are liable and responsible for administered funds expended under this federal Act. CareerSource Brevard assures that all corporate resources and assets would be made available to insulate the County from all claims arising from misuse of grant funds, disallowed costs, damage, negligence or omissions. CareerSource Brevard Workforce requires all contracted operators to be responsible for such costs and will immediately notify the County Manager or designee of any claim or request for repayment of funds.

SECTION 4. BUDGET APPROVAL – CareerSource Brevard shall provide the annual budget to the County for approval as prescribed by 445.007 Florida Statutes. With the understanding that the funding levels and the budget may change based upon notification of final funds awarded by the state or other funding sources, it shall be agreed upon that the CareerSource Brevard President has the authority to act upon such funding level changes to allow for rapid service response to program funding. All approved funding and other changes which impact the budget will be executed through budget modifications. All budgetary actions will be reported to the CareerSource Brevard Finance Committee on a quarterly basis. The County Manager shall be delegated the authority to approve, quarterly budget updates, and other financial and budget compliance requirements of the State of Florida. The CareerSource Brevard budget is a separate and distinct budget and should not be construed to be a part of the County budget. The County will not be responsible for contributing any funding for the services provided under this MOU.

SECTION 5. INTERNAL AUDITS AND MONITORING – CareerSource Brevard shall perform or cause to have performed internal audits and monitoring of all funds as required by the Acts and in accordance with the provisions of section

3 herein; shall satisfactorily resolve any questions or problems arising from said audits and monitoring and present audit and monitoring findings directly to the Finance Committee and County.

5.1 CareerSource Brevard shall maintain fiscal controls, accounting, audit and debt collection procedures to assure the proper disbursement of, and accounting for, funds received under WIOA, with at least fifty percent (50%) of the Title I funds for Adults and Dislocated Workers that are passed through to CareerSource Brevard and allocated to and expended on Individual Training Accounts unless a waiver is granted for a lower percentage by CareerSource Florida;

5.2 CareerSource Brevard shall make available to the County and the general public through its website, www.careersourcebrevard.com, the audit conducted in accordance with OMB Super Circular 900 200 annually.

SECTION 6. LOCAL PLANNING DOCUMENTS – CareerSource Brevard is required by the WIOA, other Federal and State funding sources to submit planning documents necessary to apply for and retain the various funding streams which sustain the one-stop/career centers and public workforce services in Brevard County. Each plan may have different public comment, public participation and approval requirements. CareerSource Brevard values the input of the County in its role as Chief Elected Official and pledges to maximize the involvement in the County, designated county staff, and the public in the creation and approval of all planning documents. All plans requiring the County approval will be submitted as prescribed by the funding source to the County. In situations where County Board meetings and CareerSource Brevard Board meetings do not coincide with the prescribed approval process and timelines, the County Manager shall have the authority to approve and execute the planning document with the understanding that the document will be ratified by the respective Boards as soon as practical.

SECTION 7. ONE STOP/CAREER CENTER OPERATOR – WIOA requires that the County approve all one-stop operators. CareerSource Brevard subscribes to the one-stop system concept as described by WIOA but elects to call a “one-stop center” a “career center.” WIOA and State law allows for a local workforce board to operate their own career centers with appropriate approvals. CareerSource Brevard competitively procures and selects career center operators. It shall be agreed by both parties that the County will be notified of the selection of an operator and that the County Manager shall be authorized to designate the selected operator(s) on behalf of the County.

SECTION 8. LOCAL PERFORMANCE – CareerSource Brevard shall endeavor to lead the Florida Workforce system by producing local performance measures which meet or exceed standards established by the State of Florida or the U.S. Department of Labor. The services provided by CareerSource Brevard are supported by a complicated stream of Federal and State funds with varying requirements for performance. The local perspective as embodied in the Chief Elected Official role performed by the County is recognized as essential in determining overall performance. The County Manager or designee shall be authorized to review and approve the local performance measures on behalf of the County. It is agreed that if there are any instances in which the State of Florida, U.S. Department of Labor or other funding sources notifies CareerSource Brevard of actions based on “lack of performance” that the County shall be immediately notified and be allowed to provide the local perspective on performance.

SECTION 9. BOARD MEMBER OR ADMINISTRATIVE STAFF REMOVAL BY THE GOVERNOR – The CareerSource Brevard Bylaws govern board member removal. The President is appointed by the CareerSource Brevard Board of Directors and is retained and removed based on the terms of an employment agreement. The local perspective as embodied in the Chief Elected Official role performed by the County is recognized as essential by the local governance provisions as prescribed by WIOA. It is agreed that if there are any instances in which the State of Florida, U.S. Department

of Labor or other funding sources notifies CareerSource Brevard of action requesting the removal of a Board member, or the CareerSource Brevard President, that the County shall be immediately notified and be allowed to provide the local perspective on the requested action.

SECTION 10. MODIFICATIONS TO MEMORANDUM OF UNDERSTANDING – This Memorandum of Understanding supersedes all other prior written or oral understanding in effect prior to the execution of this document. This Memorandum of Understanding may only be modified, amended or canceled by a written instrument duly executed by the parties hereto.

SECTION 11. TERM – If either party fails or refuses to perform any provisions of this Memorandum of Understanding or otherwise fails to timely satisfy the agreed upon provisions, either may notify the other party in writing of the nonperformance and terminate Memorandum of Understanding or such part to which there has been a delay or properly preform. Such termination is effective upon 180 days from the receipt of the other party's notice of termination.

SECTION 12. RIGHT TO AUDIT RECORDS – In performance of this Memorandum of Understanding, the CareerSource Brevard shall keep books, records, and accounts of all activities related to the Memorandum of Understanding, in compliance with generally accepted accounting principles. All documents, papers, books, records and accounts made or received in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by CareerSource Brevard for a period of five (5) years after termination of this Agreement, unless such records are exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes. CareerSource Brevard agrees to comply with requests of public records which are not considered exempt under Florida Public Records laws. All requests shall follow applicable local CareerSource Brevard policies and DEO Guidance in effect.

SECTION 13. E-VERIFY – CareerSource Brevard shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CareerSource Brevard during the term of the MOU and shall expressly require any subcontractors performing work or providing services pursuant to the MOU to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the MOU term.

SECTION 14. ASSIGNMENT – CareerSource Brevard and the County each bind its respective entity and its successors, legal representatives, and assigns to the other party to this MOU, and to the partners, successors, legal representatives, and assigns of such other party, and in respect to all covenants of this MOU; and neither CareerSource Brevard nor the County shall assign nor transfer their interest in this MOU without the prior written consent of the other party.

SECTION 15. INDEPENDENT CONTRACTOR – It is agreed by the parties that, at all times and for all purposes within the scope of this MOU, the relationship of the County to CareerSource Brevard is that of independent contractor, and not that of employee or agent. No statement contained in this MOU shall be construed so as to define the County or its employees as an employee of CareerSource Brevard. As an independent contractor, the County shall not be entitled to any of the rights, privileges or benefits of CareerSource Brevard employees.

SECTION 16. APPLICABLE LAW – Except as otherwise stated herein, the law of the State of Florida shall govern the validity of this MOU, its interpretation and performance, and any other claims related thereto.

SECTION 17. ATTORNEY'S FEES – In the event of any legal action to enforce the terms of this MOU each party shall bear its own attorney's fees and costs.

SECTION 18. VENUE – Venue for any legal action brought by any party to this MOU to interpret, construe or enforce this MOU shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

DONE, ORDERED AND ADOPTED, in regular session, this 21st day of April, 2020.

Brevard Workforce Development Board, Inc.

Brevard County Board of County Commissioners

Marci Murphy 4/13/2020
 Signature: Marci Murphy, President Date

 Signature: Bryan Lober, Chair

Susan A
 Glasgow:A0109B30000016C9
 6ADDB020000405F
 Digitally signed by Susan A
 Glasgow:A0109B30000016C96ADDB0
 20000405F
 Date: 2020.04.08 12:54:16 -04'00'

Signature: Susan Glasgow, Chair Date

 Attest: Scott Ellis, Clerk

(As approved by the Board of County Commissioners on 04/21/2020)

**MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP CAREER CENTER SYSTEM**

Whereas, the Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard (hereinafter referred to as "CareerSource") is the local workforce development board, fiscal agent, grant recipient and administrative entity to oversee the Federal and State workforce development programs in Brevard County, Florida, and;

Whereas, the Brevard County Board of County Commissioners (hereinafter referred to as "County") serves as the Chief Elected Official for Brevard County as a single county entity, and;

Whereas, the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), Section 121(c) outlines the requirements for establishment of a WIOA compliant one-stop delivery system which states the local board, with the agreement of the Chief Elected Official, shall develop and enter into a Memorandum of Understanding (between the local board and the one-stop partners), concerning the operation of the one-stop delivery system in the local area, and;

Whereas, the Memorandum of Understanding & Infrastructure Funding Agreement ("Agreement") between the local board and the one-stop partners shall include the costs of infrastructure used with respect to Career Center operations which means non-personnel costs that are necessary for the general operation of the job center, including the rental costs of the facilities, the costs of utilities and maintenance, equipment including assessment-related products and assistive technology for individuals with disabilities and technology to facilitate access to the job center, including the center's planning and outreach activities (WIOA sec. 121(h)(4), 20 CFR 678.500(a), 34 CFR 361.510(a), 34 CFR 463.500(a)), and;

Whereas, in accordance with WIOA Section 121(c) CareerSource developed and entered into Agreements between CareerSource and the following one-stop partners: Florida Department of Education Division of Vocational Rehabilitation, Florida Department of Education Division of Blind Services, AARP Foundation Senior Community Services Employment Program (SCSEP), Brevard County Housing and Human Services for the Community Services Block Grant program, School Board of Brevard County for Adult Education program, Eastern Florida State College for the Perkins funding, and;

NOW THEREFORE, in consideration of the mutual covenant and agreement expressed herein, CareerSource and the County hereby agree as follows:

I. PARTIES

This Agreement is made pursuant to WIOA Section 121(c) and is entered into by the County and CareerSource.


II. PURPOSE

In accordance with WIOA Section 121(c), CareerSource entered into Agreements between the local board and the one-stop partners, including the costs of infrastructure used with respect to Career Center operations and concerning the operation of the one-stop delivery system in the local area. The County as Chief Elected Official hereby declares its agreement with the development and execution of the one-stop partner Agreements between CareerSource and the one-stop partners that includes costs for all partners for each one-stop partner attached hereto as "Exhibit A Memorandum of Understanding & Infrastructure Funding Agreement" incorporated herein by reference as though written herein verbatim and constitute promised performances.

IN WITNESS WHEREOF, the County and CareerSource have caused this Agreement to be duly executed as of the date set forth below.

Brevard Workforce Development Board, Inc.
d/b/a CareerSource Brevard

Brevard County Board of County Commissioners

 4/13/2020
Signature: Marci Murphy, President Date

Signature: Bryan Lober, Chair

Attest: Scott Ellis, Clerk
(As Approved by the Board of County Commissioners on 04/21/2020)

Exhibit A

**MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT
ONE-STOP SERVICE DELIVERY SYSTEM**

**BY AND BETWEEN
BREVARD WORKFORCE DEVELOPMENT BOARD, INC.
d/b/a CAREERSOURCE BREVARD
AND
PARTNER**

I. PARTIES

This Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA), hereinafter referred to as "Agreement") is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 ("the Act"), and is entered into by the **PARTNER** ("Partner") and Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard, hereafter referred to as **CareerSource Brevard** ("CSB").

II. TERM

This Agreement shall commence on July 1, 2019 and remain in effect through June 30, 2020, regardless of date of signature, and will automatically renew annually for successive one-year terms regardless of the date executed by both parties. The parties agree to review this Agreement annually to ensure appropriate funding and delivery of services. This Agreement replaces MOU CSB18-XXX-XXX in its entirety. This Agreement may be terminated at any time by either party upon thirty (30) days written notice.

III. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop service delivery system. The One-Stop service delivery system assures coordination between the activities authorized in and linked to the Act. The purpose of this Agreement is to describe the cooperative workforce training, employment and economic development efforts of CSB and its Partners, and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements to establish and maintain an effective and successful One-Stop service delivery system.

This Agreement is intended to coordinate resources, prevent duplication, ensure effective and efficient delivery of workforce services in Local Workforce Development Board 13 (LWDB 13) in Brevard County, and establish a financial plan, including terms and conditions, to fund the services and operating costs of the American Job Center (AJC) One-Stop service delivery system. The Parties to this Agreement agree that joint funding is a necessary foundation for an integrated service delivery system.

In addition, this Agreement will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within LWDB 13.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies.

IV. PROVISION OF SERVICES

A. CSB is designated as the administrative entity by the Brevard County Board of County Commissioners as the grant recipient, administrative entity and fiscal agent for LWDB 13. CSB will perform the following functions:

1. Review this Agreement annually and solicit feedback from the Partner regarding improvements, changes and/or additions.
2. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop service delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop service delivery system. Workforce services and programs include, but are not limited to, the allowable activities described in the Act and related legislation for: the Adult; Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; Adult Education and Family Literacy programs; Perkins Act programs; Blind Services and Vocational Rehabilitation.
3. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public from 9:00 am until 6:00 pm, Monday through Thursday, and 9:00 am to 12:00 pm on Fridays (excluding recognized holidays and emergencies).
4. Coordinate with Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop service delivery system.
5. Provide screening, testing and employment assistance as appropriate.
 - a) All applicable screening and test results will be jointly shared between Partner and CSB.
 - b) All adult participants, or duly authorized guardians, will sign joint release of information consent forms.
 - c) All youth participants under 18 years of age will have a duly authorized parent or guardian sign joint release of information consent forms.
6. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop service delivery system career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursement to the local area workforce boards.
7. Provide an area for the Partner's meetings and/or co-location as space permits.
8. Model CareerSource Brevard core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.
10. Implement a continuous quality improvement program.
11. Lead Partner meetings in strategic planning for career center activities and staff team meetings.
12. Plan and conduct facility safety drills for fire, tornado, hurricane evacuation situations, etc. to include the provision to all occupants with information about facility safety issues.
13. Enforce dress standards through the career center Partner management team.
14. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.
15. To facilitate and maintain collaboration, cooperation and ongoing communication with CSB and the Career Centers' (CSCC) Managing Director, and Center Managers, Site Managers, or designee, shall serve as the primary points of contact and have responsibility for oversight of the conduct of all center occupants and their operations. However, Partner has ultimate responsibility to ensure its employees, and customers conduct themselves in a professional, business-like manner.
 - a) Partner staff shall adhere to the CSCC dress code and require the same of their customers.
 - b) Customers will also be required to adhere to child-friendly hours.
 - c) Partner staff shall communicate any changes to their regular work schedule with the CSCC Site Manager, or designee, in a timely manner, so as to allow for adequate time to plan alternative customer scheduling.
 - d) Partner is responsible for notifying scheduled customers of the changes.

16. The contact information for CSB is as follows:

Performance Oversight / Technical Direction Notices and Contract Assistance

Caroline Joseph-Paul
 Managing Director
 CareerSource Brevard
 295 Barnes Blvd., Rockledge, FL 32955
 Telephone: 321-394-0650
 Fax: 321-690-3218
 E-Mail: cpaul@careersourcebrevard.com

Jana Bauer
 Program and Contracts Officer
 CareerSource Brevard
 297 Barnes Blvd., Rockledge, FL 32955
 Telephone Number: 321-394-0696
 Fax Number: 321-504-2065
 E-Mail: jbauer@careersourcebrevard.com

B. The Partner will perform the following functions:

1. Coordinate with CSB to provide access to its workforce services and programs through the One-Stop service delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop service delivery system.
2. Coordinate with CSB to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in

providing access to services, including access to technology and materials that are available through the One-Stop service delivery system.

3. Coordinate with CSB for the funding of the infrastructure costs of the One-Stop service delivery system career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursement to the local area workforce boards.
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop service delivery system.
5. Provide CSB with monthly outcome numbers for performance data tracking.
6. Provide feedback to CSB management regarding the performance of the partnership, including its effectiveness and success.
7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CSB staff.
8. Inform CSB Program Manager of any conflicts and/or grievances, who shall consult with the CSB management and appropriate supervisors in the resolution of such conflicts and grievances as needed. If not resolved at the local level, formal grievances may be filed using the CSB grievance policy found at www.careersourcebrevard.com.
9. Adhere to policies of non-discrimination and accessibility for people with disabilities.
10. Assist CSB with screening and eligibility determination for workforce services and in obtaining credentials, academic progress and other documentation of eligible participants as required.
11. The contact information for Partner is as follows:
 PARTNER CONTACT, CONTACT TITLE
 AGENCY/DIVISION NAME
 ADDRESS, CITY, STATE, ZIP
 Telephone Number:
 E-Mail:

V. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need, to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop service delivery system.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partner agrees to:

- a) Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners'

- programs represented in the local American Job Center network;
- b) Develop materials summarizing their program requirements and making them available for Partners and customers;
- c) Provide a paragraph regarding the description of services with website link to organization/entity to be placed on CSB website for each and consistency of referrals;
- d) Develop and utilize common intake, eligibility determination, assessment, and registration forms;
- e) Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs;
- f) Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- g) Commit to robust and ongoing communication required for an effective referral process, and
- h) Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

VI. CONFIDENTIALITY OF RECORDS

In the event that either party to this Agreement obtains access to any records, files, or other information in connection with, or during the performance of this Agreement, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

VII. DATA SHARING

CSB will provide employment services to individuals participating in the Partner's programs and aggregated information to assist the Partner in its evaluation of the effectiveness of programs as it relates to the employment of students who have participated in Partner's programs. The Partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CSB will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the Partner.

The Partner agrees that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customer's interaction with the integrated system and allows information collected from customers at intake to be captured once.

The Partner further agrees that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partner acknowledges that the execution of this Agreement, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by the Partner will be subject to the following:

1. Customer PII will be properly secured in accordance with CSB's policies and procedures regarding the safeguarding of PII.
2. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.

3. All confidential data contained in the UI wage records must be protected in accordance with the requirements set forth in 20 CFR Part 603.
4. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.
5. Customer data may be shared with other programs, for those program's purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
6. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
7. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)).

All one stop career center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

VIII. INFRASTRUCTURE COSTS

Costs of the infrastructure of the One-Stop service delivery system career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

The goal of the operating budget is to develop a funding mechanism that:

1. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
2. Reduces the duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
3. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
4. Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs, and
5. Ensures costs are appropriately shared by determining contributions based on the proportionate use of the One-Stop service delivery system career centers and relative benefits received and requiring all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partner considers the One-Stop operating budget the master budget necessary to maintain the high standard One-Stop service delivery system. It includes infrastructure costs, additional services, and shared services as required by WIOA and its implementing regulations.

All costs included are allocated to Partner's proportionate use and relative benefits received, and will be reconciled on a quarterly basis. Costs are transparent and negotiated among all Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiate in good faith and seek to establish outcomes that are reasonable and fair.

IX. THE ONE-STOP OPERATING BUDGET & COST ALLOCATION METHODOLOGY

The purpose of this section is to establish a financial plan, including terms and conditions, to

fund the services and operating costs of the One-Stop service delivery system career centers. This plan identifies all costs associated with operating the local AJC One-Stop system, as outlined in **Attachment A – One-Stop Operating Budget**.

All required Partners agree to provide access to their programs in the comprehensive One-Stop Career Centers and contribute to the infrastructure costs. Partners will have staff co-located in the Center (on a full or part-time basis) or will provide access via direct linkage as outlined in **Attachment B – Partners On-Site Representation Schedule** and will fund the infrastructure costs based on a percentage of the partner's annual full-time equivalency (FTE). Costs included are allocated according to Partner's proportionate use and relative benefits received, and will be reconciled on an annual basis.

Required Partners who have not elected to have staff co-located in the AJC will utilize a "direct linkage" that will allow customers to connect with Partners' program staff to access services. Cross-trained Career Center staff and other physically co-located partner staff, can assist in providing information and referrals to direct-linkage Partners. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of 0.1 FTE or 4 hours per week (1 FTE is equivalent to 40 hours/week).

CareerSource Brevard selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

- a) To remedy the imbalance on non-physically represented Partners, and
- b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the Career Center and relative benefit received.

The costs of the infrastructure of the One-Stop service delivery system will be funded in accordance with the requirements of Workforce Innovation and Opportunity Act of 2014; federal cost principles; and all other applicable legal requirements.

X. PARTNER'S COMMITMENT

The Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

The Partner will further promote system integration to the maximum extent feasible through:

1. Effective communication, information sharing, and collaboration with the One-Stop operator,
2. Joint planning, policy development, and system design processes,
3. Commitment to the joint goals, strategies and performance measures,
4. The use of common and/or linked data management systems and data sharing methods, as appropriate,
5. Leveraging of resources including other public agency and non-profit organization services,
6. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
7. Participation in scheduled Partners' meetings to exchange information in support of the above and encourage program and staff integration.

XI. PARTNERS' CONTRIBUTION

The Partners' contribution cost determination is based on all costs associated with the operation of the AJC as described above in **Attachment B – Partners On-Site Representation Schedule**. These amounts vary based on each Partner's election to have

their representatives in the One Stop on a full or part-time basis, or not have their representatives in the One Stop but offer a technology option to serve customers.

- XII. FUNDING TYPES AND SOURCES** The permissible types of funds used for infrastructure costs and additional cost of operating a local One-Stop service delivery system (i.e. Partner's program or administrative funds) may differ depending upon the Partner's programs authorizing law and implementing regulations. The funds that may be used also differ based on whether the amount that must be contributed by a partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. For more information, a copy of the TEGL 17-16: Infrastructure Funding of the One-Stop service delivery system can be found at: https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=4968.

A. Types

Funding for infrastructure costs and additional costs may be in the form of:

1. Cash, Non-Cash, or Third-Party In-Kind Contributions;
 - a) Cash – Funds provided to CSB or its designee by the Partners, either directly by interagency transfer, or by third party.
 - b) Non-Cash - Expenditures incurred by One-Stop Partners on behalf of the One-Stop, or Non-Cash contributions, goods or services contributed by the Partner and used by the One-Stop.
 - c) Third-Party In-Kind - Contributions of space, equipment, technology, non-personnel services, or other items to support infrastructure costs associated with One-Stop operations, by a non-One-Stop partner that supports the One-Stop in general or the proportionate share of the One-Stop infrastructure costs of a specific partner according to [20 CFR 678.720; 20 CFR 678.760, 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760.]
2. Funding from philanthropic organizations or other private entities; or
3. Other alternative financing options as described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some partner programs may have statutory or regulatory prohibitions against using certain types of these contribution or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements. The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.

B. Sources

The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the Partner's program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on the partner program's requirements.

XIII. COST RECONCILIATION

All parties agree that an annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for review. CSB will submit invoices to the Partners bi-annually and will send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or the budget in writing. CSB will review disputed cost items, and when necessary revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop service delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the one-stop career center, including, but not limited to: rental of the facilities; utilities and maintenance; equipment, including assessment-related products and assistive technology for individuals with disabilities; and, technology to facilitate access to the One-Stop service delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop career center (WIOA sec. 121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation for the one-stop career center. Such costs would include service contracts with vendors or contractors, equipment and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of Partners programs or their sub-recipients, as described in 2 CFR 200.430 & 200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the one-stop career center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop career center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this Agreement recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the One-Stop or not. Each Partners' contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received; consistent with the Partner programs authorizing laws and regulations and the Uniform Guidance. A partner planning form for all contributions is outlined in **Attachment C – Reconciliation Planning Form for PY Ending June 30, 2020.**

XIV. AMENDMENTS AND MODIFICATIONS

Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement sent via certified U. S. Mail. This Agreement may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XV. MERGER

This Agreement constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

XVI. THIRD PARTY BENEFICIARY

The Parties expressly acknowledge that it is not their intent to create or confer any rights or

obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

XVII. GOVERNANCE AND DISPUTE RESOLUTION

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CSB, its Board of Directors and the Brevard County Board of County Commissioners. Pursuant to the Act CSB shall conduct oversight with respect to the One-Stop service delivery system. Any dispute concerning this Agreement will be resolved in accordance with CareerSource Brevard's Grievance/Complaint and Hearing/Appeal Process.

If an issue arises involving this Agreement, both parties will make every effort to reach a resolution in a timely and efficient manner. Either Party may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CSB and the Director of the Partner organizations. A joint decision shall be issued within 60 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEC) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource Brevard and to the Director of the Partner organization or impose other remedies to resolve the issue.

XVIII. MONITORING

CSB or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

1. Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
2. Those laws, regulations, and policies are properly enforced,
3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
4. Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
5. Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
6. All MOU terms and conditions are fulfilled.

All parties to this Agreement should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

XIX. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this Agreement certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services or other benefits on the basis of (i) political or religious affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or

national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability. The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

XX. INDEMNIFICATION

All Parties to this Agreement recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State for the consequences of any act or omission of any third party. The Parties acknowledge CSB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of CSB or the one-stop operator.

XXI. SEVERABILITY

If any part of this Agreement is found to be null and void or is otherwise stricken, the rest of this Agreement shall remain in force.

XXII. ASSIGNMENT

CSB and PARTNER each bind its respective entity and its successors, legal representatives, and assigns to the other party to this MOU, and to the partners, successors, legal representatives, and assigns of such other party, and in respect to all covenants of this MOU; and neither CSB nor PARTNER shall assign nor transfer their interest in this MOU without the prior written consent of the other party.

XXIII. INDEPENDENT CONTRACTOR

It is agreed by the parties that, at all times and for all purposes within the scope of this MOU, the relationships of PARTNER to CSB is that of independent contractor, and not that of employee or agent. No statement contained in this MOU shall be construed so as to define the PARTNER or its employees as an employee of CSB. As an independent contractor, the PARTNER shall not be entitled to any of the rights, privileges or benefits of CSB employees.

XXIV. APPLICABLE LAW

Except as otherwise stated herein, the law of the State of Florida shall govern the validity of this MOU, its interpretation and performance, and any other claims related hereto.

XXV. ATTORNEY'S FEES

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

XXVI. VENUE

Venue for any legal action brought by any party to this MOU to interpret, construe or enforce

this MOU shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

XXVII. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this Agreement certify that they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if any employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

XXVIII. CERTIFICATION REGARDING LOBBYING

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 CFR Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XXIX. DEBARMENT AND SUSPENSION

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XXX. PRIORITY OF SERVICE

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited, priority of service for veterans and their eligible spouses, and priority of service for the WIOA Title I Adult program, as required by 38 U.S.C. sec 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XXXI. SIGNATURES

IN WITNESS WHEREOF, the Partner and CSB have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY:

Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard

Marci Murphy, President

Date

PARTNER

Authorized Signatory

Date

Printed Name / Title

**MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT
ONE-STOP SERVICE DELIVERY SYSTEM**

Attachment A - One-Stop Service Delivery System Operating Budget

**PY 19-20 Comprehensive Budget for CSB's One-Stop Service Delivery System
Effective: 07/01/2019**

Description	Budget
INFRASTRUCTURE COSTS	
Office Rent /Lease	\$510,600
Utilities	\$96,500
Repairs and Maintenance	\$123,400
Property Insurance	\$17,700
Institutional Supplies	\$43,400
Telephone	\$28,500
Furniture / Equipment	\$103,200
IT Network (software, licenses, supplies)	\$174,900
Equipment Rental / Storage	\$14,400
TOTAL INFRASTRUCTURE COSTS	\$1,112,600
ADDITIONAL SERVICES	
Shared Career Center Staffing	\$116,400
TOTAL ADDITIONAL SERVICES	\$116,400
TOTAL ONE-STOP OPERATING BUDGET	\$1,229,000
FTEs Supporting the One-Stop System	82.56
Cost Per FTE = Total One-Stop Operating Budget / # FTEs	\$14,890
Direct Linkage = 0.1 x Cost per FTE	\$1,489

**MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT
ONE-STOP SERVICE DELIVERY SYSTEM**

Attachment B – Partners On-Site Representation Schedule

CareerSource Brevard One-Stop Career Center Partner On-Site Representation Schedule PY 19-20						
Required Program Partner	Governance	Local Grantee	Total # of FTEs	Weekly Staff Hours	% of Total FTEs	Partner Contribution
Adult, Dislocated, Youth Formula Grants	DOL	CSB	24.35	974	29.5%	\$362,478
NEG Grants	DOL	CSB	12.67	506.80	15.3%	\$188,607
Pathways	DOL	CSB	4.41	176.40	5.3%	\$65,648
Wagner Peyser & MFEA	DOL	CSB	9.90	396	12.0%	\$147,373
RESEAC / UC*	DOL	CSB	3.76	150.40	4.6%	\$55,972
Veteran Program (DVOP)	DOL	CSB	5.00	200	6.1%	\$74,431
LVER	DOL	CSB	4.00	160	4.8%	\$59,545
Welfare Transition	HHS/TANF	CSB	12.75	510	15.4%	\$189,798
SNAP Employment & Training	HHS	CSB	1.16	46.40	1.4%	\$17,268
Senior Community Employment Service Program	DOL	AARP Foundation	3.03	121.20	3.7%	\$45,105
Adult Education and Family Literacy	DOE	Brevard Public Schools – Adult Education	1.13	45.20	1.4%	\$16,821
Career and Technical Education**	DOE	Eastern Florida State College	0.10	4	0.1%	\$1,489
Vocational Rehabilitation**	DOE	Vocational Rehabilitation	0.10	4	0.1%	\$1,489
Division of Blind Services**	DOE	Florida Division of Blind Services	0.10	4	0.1%	\$1,489
Housing and Human Services**	DEO	Brevard County Board of County Commissioners	0.10	4	0.1%	\$1,489
TOTALS			82.56	3,302.40	100%	\$1,229,000

Infrastructure Contribution

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = \$14,890

Direct Linkage (DL) Infrastructure Contribution

Direct Linkage is defined as a minimum of 4 hours/week (.1 FTE) of time for access through technology.

Direct Linkage = \$1,489

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total #FTEs

Notes:

** Direct Linkage Partners

*Unemployment Compensation to be determined

**MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT
ONE-STOP SERVICE DELIVERY SYSTEM**

**Attachment C - Reconciliation Planning Form for Program Year Ending June 30, 2020
PARTNER**

Outlined in **Section XIII. Cost Reconciliation** of the Agreement, all parties agree that an annual reconciliation of budgeted and actual costs will be performed. Attachment B represents the estimated annual Operating Costs (\$1,229,000) for the program year ending June 30, 2020, for which each Partner's fair share of costs (\$XXXX) are being billed. Attachment B represents each partners' estimated share of the IFA costs for the year ending June 30, 2020. Invoices will be prepared and distributed bi-annually. Reconciliations will be completed by August 31, 2020 for PY ending June 30, 2020.

Funding for your required contribution of IFA costs may be in the form of:

1. Cash, Non-Cash, or Third-Party In-Kind Contributions;
2. Funding from philanthropic organizations or other private entities; or
3. Other alternative financing options (described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

A complete description of each contribution is outlined in **Section XII. Funding Types and Sources** of the Agreement.

Some partner programs may have statutory or regulatory prohibitions against using certain types of these contributions or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements.

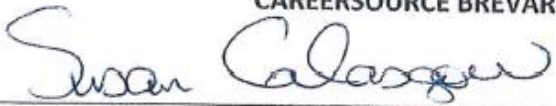

It is Partner's intent to fund their share of the costs through the following contributions:

Form of Contribution	Description of Contribution	Value
Cash	(Description not required)	
Non-Cash		
Third-Party In-Kind		
Other		
Total Contribution		

SIGNATURE PAGE

This plan represents the best efforts of CareerSource Brevard to maximize the resources available under the various funding sources establishing the One-Stop/Career Center System in Brevard County for the Local Workforce Development Board 13. The plan was electronically submitted on or before March 16, 2020 and meets the requirements specified by the state which includes: Local Board Approval & Chief Elected Official. The plan covers the period of July 1, 2020 through June 30, 2024 and has been updated in accordance with the instructions provided by the CareerSource Florida (CSF). The plan contains local information and data necessary to provide the vision, goals, objectives and strategies necessary to ensure that Brevard County contributes to Florida becoming a "top performing economy and be recognized as the world's best place to live, learn, work, and do business". This plan represents the efforts of CareerSource Brevard to implement the Workforce Innovation and Opportunity Act in Brevard County, Florida. CareerSource Brevard will operate in accordance with this plan and applicable federal and state laws, rules, and regulations.



<p>CAREERSOURCE BREVARD</p> <p></p> <p>Susan Glasgow, Chair</p> <p></p> <p>Marci Murphy, President</p> <p>February 20, 2020</p> <p>Date: _____</p>



<p>CHIEF ELECTED OFFICIAL (CEO) Brevard County Board of County Commissioners</p> <p>_____</p> <p>Bryan Lober, Chair</p> <p>Attest: _____</p> <p>Scott Ellis, Clerk</p> <p>_____</p> <p>Date: (As Approved by the Board on 04/21/2020)</p>



Get virtual career services, resources, and important updates here and on our social media channels.

From: Wilson, Shannon L [mailto:Shannon.Wilson@brevardfl.gov]

Sent: Tuesday, April 14, 2020 9:47 AM

To: Liesenfelt, Jim <Jim.Liesenfelt@brevardfl.gov>; Lewis, Sally A <Sally.Lewis@brevardfl.gov>

Cc: Jana Bauer <jbauer@careersourcebrevard.com>; Marci Murphy <mmurphy@careersourcebrevard.com>; Don Lusk <dlusk@careersourcebrevard.com>; Powers, Melissa <Melissa.Powers@brevardfl.gov>

Subject: FW: Agenda Report CareerSource Brevard - Documents

Importance: High

Jim, Sally,

I am fine with these final documents.

Shannon L. Wilson

County Attorneys Office

2725 Judge Fran Jamieson Way

Bldg C

Viera, FL 32940

(321) 633-2090

From: Jana Bauer <jbauer@careersourcebrevard.com>

Sent: Monday, April 13, 2020 11:29 AM

To: Wilson, Shannon L <Shannon.Wilson@brevardfl.gov>

Cc: Marci Murphy <mmurphy@careersourcebrevard.com>; Powers, Melissa <Melissa.Powers@brevardfl.gov>; Don Lusk <dlusk@careersourcebrevard.com>; Liesenfelt, Jim <Jim.Liesenfelt@brevardfl.gov>

Subject: RE: Agenda Report CareerSource Brevard - Documents

Importance: High

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good morning Shannon,

I sent over the documents on 4/1 in a zipped file but it was blocked by your server. I immediately sent a follow up email with just the documents that required additional updates per your request, and have reattached those documents here.

Please confirm that you receive this email. I understand the documents are due to Sally tomorrow for the 4/21 meeting. Please let us know if these cannot be approved by the 4/21 meeting so we can reschedule it with Sally.

Thank you,

671



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.15.

4/21/2020

Subject:

Appointment(s) / Reappointment(s)

Fiscal Impact:

n/a

Dept/Office:

County Manager's Office

Requested Action:

It is requested the Board of County Commissioners approve the District appointment(s) / reappointment(s).

Summary Explanation and Background:

Clerk to the Board Instructions:



BOARD OF COUNTY COMMISSIONERS

COMMISSIONER RITA PRITCHETT, DISTRICT 1

2000 South Washington Ave.

2nd Floor

Titusville, FL 32780

District 1 Commission Office

Advisory Committee Appointment Candidate

Name of Committee: _____

Name of Appointee: _____

Home Address: _____

Cell Number: _____

Home Phone Number: _____

Email Address: _____

Reappointment: YES NO

Replacing: _____

Term of Appointment: _____

Office Contact: _____

Date of Request: _____

A waiver of the term limit is requested due to difficulty to fill the
appointment? YES or NO



BOARD OF COUNTY COMMISSIONERS

COMMISSIONER BRYAN LOBER, DISTRICT 2

Merritt Island Service Complex
2725 North Courtenay Parkway Suite 200
Merritt Island, FL 32953

District 2 Commission Office

Advisory Committee Appointment Candidate

Name of Committee: _____

Name of Appointee: _____

Home Address: _____

Cell Number: _____

Home Phone Number: _____

Email Address: _____

Reappointment: YES NO

Replacing: _____

Term of Appointment: _____

Office Contact: _____

Date of Request: _____

A waiver of the term limit is requested due to difficulty to fill the
appointment? YES or NO



BOARD OF COUNTY COMMISSIONERS

COMMISSIONER CURT SMITH, DISTRICT 4

2725 Judge Fran Jamieson Way

Building C Suite 214

Viera, FL 32940

District 4 Commission Office

Advisory Committee Appointment Candidate

Name of Committee: _____

Name of Appointee: _____

Home Address: _____

Cell Number: _____

Home Phone Number: _____

Email Address: _____

Reappointment: YES NO

Replacing: _____

Term of Appointment: _____

Office Contact: _____

Date of Request: _____

A waiver of the term limit is requested due to difficulty to fill the
appointment? YES or NO



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.16

4/21/2020

Subject:

Resolution recognizing National Drug Court Month, District 2

Fiscal Impact:

None

Dept/Office:

District 2

Requested Action:

It is requested that the Board of County Commissioners approve the resolution proclaiming May 2020 as Drug Court Month in Brevard County.

Summary Explanation and Background:

Clerk to the Board Instructions:

Please frame.

RESOLUTION

WHEREAS, there are now more than 3,000 treatment courts nationwide; and

WHEREAS, treatment courts are the cornerstone of justice reform sweeping the nation, having served more than 1.4 million individuals; and

WHEREAS, treatment courts are now recognized as the most successful justice system intervention in our nation's history; and

WHEREAS, treatment courts save up to \$27 for every \$1 invested and up to \$13,000 for every individual they serve; and

WHEREAS, treatment courts significantly improve substance use disorder treatment outcomes, substantially reduce addiction and related crime, and do so at less expense than any other criminal justice strategy; and

WHEREAS, treatment courts improve education, employment, housing and financial stability, promote family reunification, reduce foster care placements, and increase the rate of addicted mothers delivering babies who are fully drug free; and

WHEREAS, treatment courts facilitate community-wide partnerships, bringing together public safety and public health professionals; and

WHEREAS, treatment courts demonstrate that when one person rises out of substance use and crime, we all rise; and

WHEREAS, the time has come to put a treatment court within reach of every eligible person in need.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, does hereby unanimously proclaim **May, 2020** as

Drug Court Month in Brevard County

DONE, ORDERED AND ADOPTED, in regular session, this 21st day of April, 2020.

ATTEST:

SCOTT ELLIS, CLERK

BRYAN ANDREW LOBER, CHAIR
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

H.1. 4/21/2020

Subject:

Petition to Vacate, Re: Public Utility Easements - 856 Laurel Circle - "Barefoot Bay Unit Two, Part Twelve" Plat Book 22, Page 79 - Barefoot Bay - Barry Southard and Valerie Gallo - District 3

Fiscal Impact:

The petitioners are charged \$640. These fees are deposited in Fund 0002-30265 revenue account for vacatings.

Dept/Office:

Public Works Department - Surveying & Mapping

Requested Action:

It is requested that the Board of County Commissioners (BOCC) conduct a public hearing to consider vacating part of a public utility easement centered along the common line between Lots 4 and 5, Block 106, "Barefoot Bay Unit Two, Part Twelve" in Section 10, Township 30 South, Range 38 East. If approved, it is requested that the Board authorize the Chairman to sign the attached Resolution approving the vacating.

Summary Explanation and Background:

Florida Statutes, Section 336.09 and Brevard County Article II, Section 86-36, provide a method to the Board of County Commissioners to vacate and abandon unused rights-of-way and easements. The petitioners own Lots 4 and 5, Block 106 and are requesting the vacating of the 6.00 ft. wide public utility easements centered along the common line between the lots to allow for the construction of a single-family home. Easement to be vacated contains 768 square feet, more or less. The property is located in Barefoot Bay North of Micco Road and West of Pinewood Blvd.

April 06, 2020, the legal notice was advertised in Florida TODAY informing the public of the date a public hearing would be held to consider the vacating. All pertinent county agencies and public utility companies have been notified. At this time, no objections have been received.

Name: Amber.Holley@brevardfl.gov Phone: Ext. 58346

Clerk to the Board Instructions:

Advertise Approved Resolution Notice and Record Vacating Resolution Documents as one resolution type document which in sequence includes the approved/signed resolution, the proof of publication of the public hearing notice and the proof of publication of the adopted resolution notice.

678

Resolution 2020 - _____

**Vacating a part of two public utility easements in "Barefoot Bay Unit Two, Part Twelve" Subdivision,
Barefoot Bay, Florida, lying in Section 10, Township 30 South, Range 38 East**

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **BARRY SOUTHARD AND VALERIE GALLO** with the Board of County Commissioners to vacate a portion of two public utility easements in Brevard County, Florida, described as follows:

SEE ATTACHED SKETCH & DESCRIPTION

WHEREAS, the vacating action will in no way affect any private easements which may also be present in the existing public easement(s) or public right-of-way, nor does this action guarantee or transfer title.

WHEREAS, notice of the public hearing before the Board of County Commissioners was published one time in the TODAY Newspaper, a newspaper of general circulation in Brevard County, Florida, prior to the public hearing; and

WHEREAS, the Board finds that vacating a portion of two public utility easements will not be detrimental to Brevard County or the public.

THEREFORE BE IT RESOLVED that said portion of two public utility easements is hereby vacated; and Brevard County renounces and disclaims any rights in and to said easements. Pursuant to Section 177.101(5), Florida Statutes, the vacating shall not become effective until a certified copy of this resolution is filed in the offices of the Clerk of Courts and recorded in the Public Records of Brevard County.

DONE, ORDERED AND ADOPTED, in regular session, this 21ST day of April, 2020 A.D.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST:

Bryan Lober, Chair

SCOTT ELLIS, CLERK

As approved by the Board on:
April 21, 2020

Brevard County Property Appraiser Detail Sheet

Account 3004907

Owners: Southard, Barry; Gallo, Valerie

Mailing Address: 3825 12th Street, Micco, Florida 32976

Site Address: Owners: Southard, Barry; Gallo, Valerie

Mailing Address: 3825 12th Street, Micco, Florida 32976

Site Address: 856 Laurel Cir Barefoot Bay FL 32976

Parcel ID: 30-38-10-JU-106-4

Property Use: 0020 - Vacant Mobile Home Site (Platted)

Exemptions: None

Taxing District: 3400 - Unincorp District 3

Total Acres: 0.18

Subdivision: Barefoot Bay Unit 2 Part 12

Site Code: 0001 - No Other Code Appl.

Plat Book/Page: 0022/0079

Land Description: Barefoot Bay Unit 2 Part 12 Lots 4,5 Blk 106

VALUE SUMMARY

Category	2019	2018	2017
Market Value	\$26,000	\$26,000	\$25,000
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$13,310	\$12,100	\$11,000
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$13,310	\$12,100	\$11,000
Taxable Value School	\$26,000	\$26,000	\$25,000

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
02/10/2020	\$27,500	WD	Vacant	8664/264
06/29/2015	\$23,000	WD	Vacant	7403/1703
10/27/2005	\$41,000	CT	Improved	5556/5819
02/01/1979	\$29,000	PT	--	2008/0126
09/01/1976	\$296,000	PT	--	1657/0897
11/15/1970	\$1,000	PT	--	1152/0219

Fig. 1: Copy of Property Appraiser's detail sheet for lots 4, 5, Block 106, Barefoot Bay Uni 2, Pt 12, 856 Laurel Cir, Barefoot Bay, FL 32976, Section 10, Township 30 South, Range 38 East, District 3

Vicinity Map

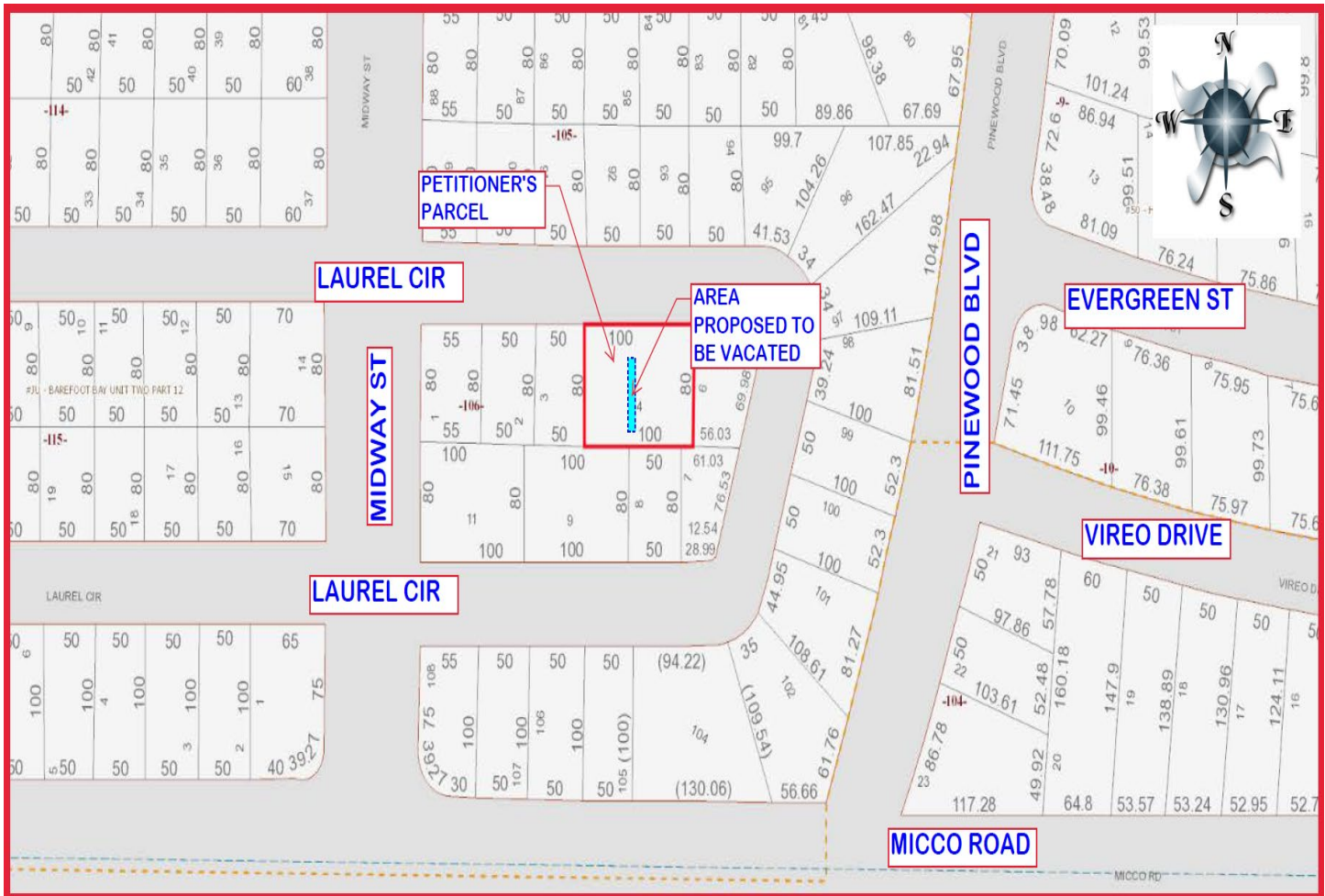


Fig. 2: Map of Lots 4 & 5, Block 106, Barefoot Bay Unit Two, Part Twelve, 856 Laurel Circle, Barefoot Bay, FL 32976

Barry Southard & Valerie Gallo – Lots 4 & 5, Block 106, “Barefoot Bay Unit Two, Part Twelve” (Plat Book 22, Page 79) – 856 Laurel Circle – Section 10, Township 30 South, Range 38 East – District 3 – Proposed Vacating of two 6.0 ft. Wide Public Utility Easements centered along the Common Lot Lines

Aerial Map

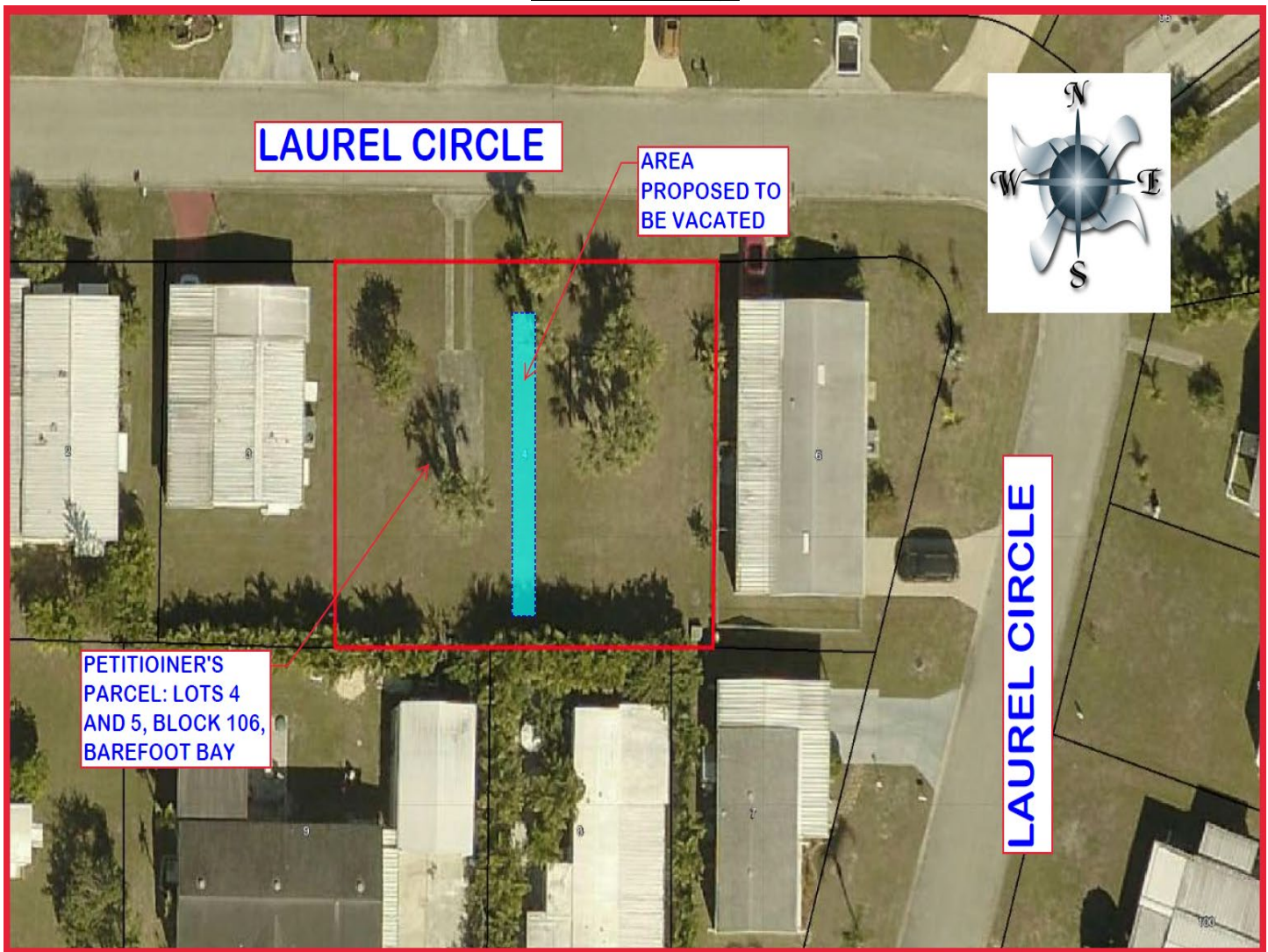


Fig. 3: Map of aerial view of Lots 4 & 5, Block 106, Barefoot Bay Unit Two, Part Twelve, 856 Laurel Circle, Barefoot Bay, FL 32976

Barry Southard & Valerie Gallo – Lots 4 & 5, Block 106, “Barefoot Bay Unit Two, Part Twelve” (Plat Book 22, Page 79) – 856 Laurel Circle – Section 10, Township 30 South, Range 38 East – District 3 – Proposed Vacating of two 6.0 ft. Wide Public Utility Easements centered along the Common Lot Lines

Plat Reference

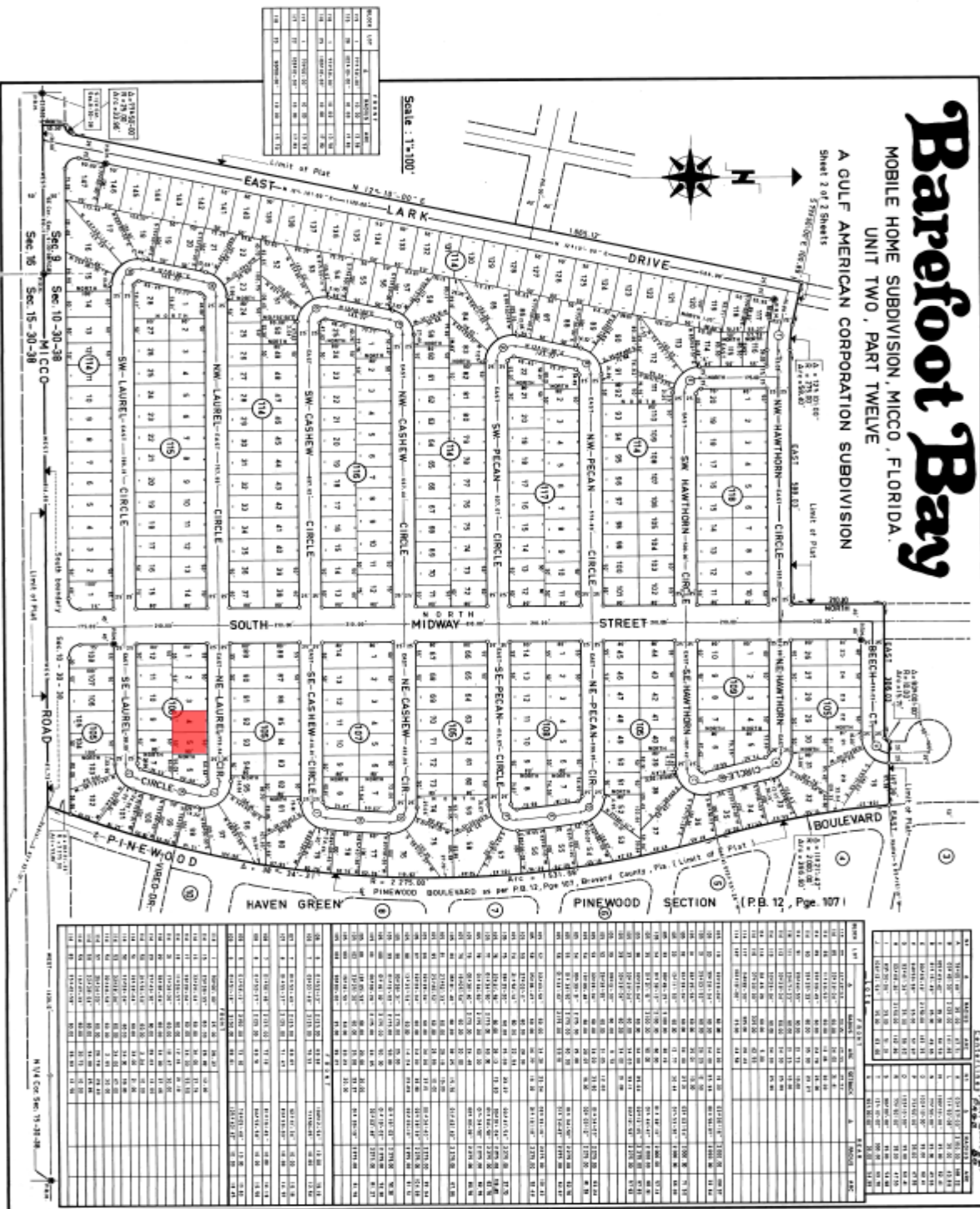


Fig. 4: Copy of plat map “Barefoot Bay Unit Two, Part Twelve” dedicated to Brevard County August 26, 1969

Petitioner's Sketch & Description Sheet 1 of 2


LEGAL DESCRIPTION		
SECTION 10, TOWNSHIP 30 SOUTH, RANGE 38 EAST PARCEL I.D. NUMBER: 30-38-10-JU-106-4		SHEET 1 OF 2 NOT VALID WITHOUT THE SKETCH ON SHEET 2 OF 2
<u>PURPOSE OF SKETCH AND DESCRIPTION:</u> TO VACATE TWO, 6' WIDE PUBLIC UTILITY EASEMENTS LYING ON BOTH SIDES OF THE COMMON LINE BETWEEN LOTS 4 AND 5, BLOCK 106.		
LEGAL DESCRIPTION: THE 6.00 FOOT PUBLIC UTILITY EASEMENT LYING ALONG THE EASTERLY LINE OF LOT 4 AND THE 6.00 FOOT PUBLIC UTILITY EASEMENT LYING ALONG THE WESTERLY LINE OF LOT 5, BLOCK 106, LESS THE NORTH 10.0 FEET FOR UTILITIES AND LESS THE SOUTH 6.0 FEET PUBLIC UTILITY EASEMENT. BAREFOOT BAY UNIT TWO, PART TWELVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGES 79-80, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. CONTAINING 768 SQUARE FEET, MORE OR LESS.		
<u>SURVEYORS NOTES:</u> 1) THE BEARING BASE FOR THIS SURVEY IS A PLATTED BEARING OF N90°00'00"E ALONG THE SOUTHERN RIGHT OF WAY OF N.E. LAUREL CIRCLE, ALL OTHER BEARINGS ARE RELATIVE THERETO. 2) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO TITLE OPINION IS EXPRESSED OR IMPLIED. 3) THIS SKETCH IS NOT INTENDED TO LOCATE EXISTING UNDERGROUND FOUNDATIONS, ENCROACHMENTS, OR ANY IMPROVEMENTS EXCEPT AS SHOWN. 4) THIS SKETCH IS NOT A BOUNDARY SURVEY. 5) IMPROVEMENTS SHOWN HEREON ARE BASED ON THE SURVEY PREPARED BY THE UNDERSIGNED DATED 02/26/2020, DRAWING NUMBER 16-128		
PREPARED FOR: BARRY SOUTHARD VALERIE GALLO	DRAWN BY: C.J.C. DATE: 02/26/2020 CHECKED BY: C.J.C. SHEET 1 OF 2	THIS SURVEY PERFORMED BY: COONEY SURVEYING & MAPPING, LLC L.B. #8070 456 Chaloupe Terrace Sebastian, FL 32958 C.J. 872-913-5322 cooneymap@gmail.com
SECTION 10 TOWNSHIP 30 SOUTH RANGE 38 EAST		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE CHRISTOPHER J. COONEY FLORIDA CERTIFICATE NO. 6077  DATE AND SIGNATURE 2-26-2020

Fig. 5: Sheet 1 of 2. Legal description for 6.00 foot easements on lots 4 and 5, Block 106, Barefoot Bay Unit Two, Part Twelve.

Petitioner's Sketch & Description Sheet 2 of 2

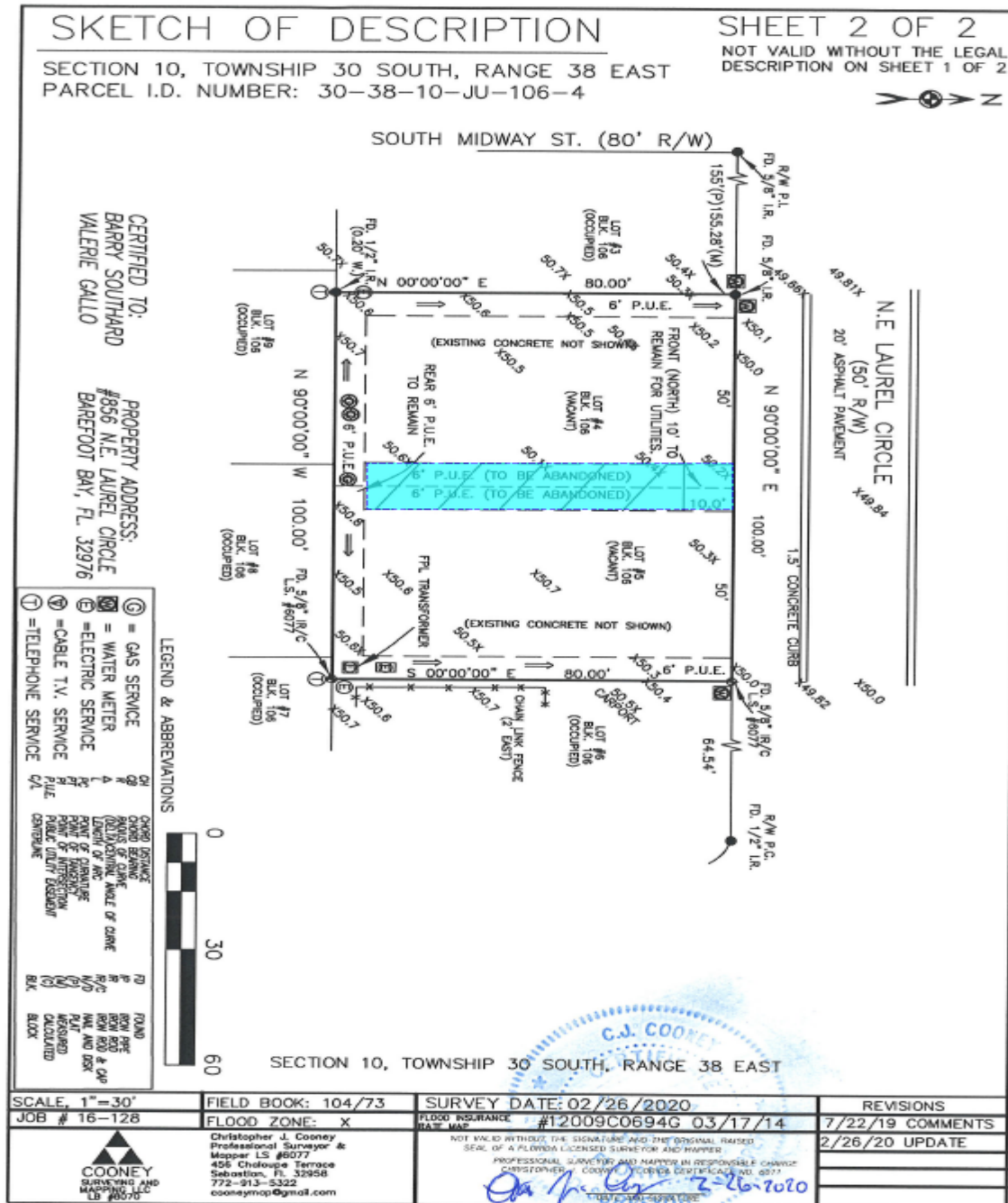


Fig. 6: Sheet 2 of 2. Not valid without legal description on sheet 1 of 2. Sketch illustrates 2 lots (4 and 5) that reside on Laurel Circle, Barefoot Bay, Florida. Lot 4 is on the West side while Lot 5 is on the East side. A 6-foot public utility lies along the easterly line of lot 4 and a 6-foot public easement lies along the westerly line of lot 5. Lots 4 and 5 are vacant. The coordinates of the area depicted is as follows moving North to West clockwise. North boundary – North 90°00'00" East 100.00', East boundary – South 00°00'00" East 80.00', South boundary – North 90°00'00" West 100.00', West boundary – North 00°00'00" East 80.00'.

Field book: 104/73. Survey date: 2/26/20.

Comment Sheet

Applicant: Barry Southard and Valerie Gallo

Updated by: Amber Holley 20200306 at 16:30 hours

Utilities	Notified	Received	Approved	Remarks
FL City Gas Co	20200228	20200305	Yes	No objections
FL Power & Light	20200228	20200317	Yes	No objections
At&t	20200228	20200228	Yes	No objections
Charter/Spectrum	20200228	20200303	Yes	No objections

County Staff	Notified	Received	Approved	Remarks
Road & Bridge	20200228	20200315	Yes	No objections
Land Planning	20200228	20200306	Yes	No objections
Utility Services	20200228	20200228	Yes	No objections
Storm Water	20200228	20200302	Yes	No objections
Zoning	20200228	20200302	Yes	No objections

Fig. 7: Copy of comment sheet for utility review.

Public Hearing Legal Advertisement

Florida Today | Legal Notices

AD#4136178 4/6/2020 LEGAL NOTICE NOTICE FOR THE PARTIAL VACATING OF TWO 6.0 FT. WIDE PUBLIC UTILITY EASEMENTS, PLAT OF "BAREFOOT BAY UNIT TWO PART TWELVE" IN SECTION 10, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BAREFOOT BAY, FL NOTICE IS HEREBY GIVEN that pursuant to Chapter 336.09, Florida Statutes, and Chapter 86, Article II, Section 86-36, Brevard County Code, a petition has been filed by BARRY SOUTHARD & VALERIE GALLO with the Board of County Commissioners of Brevard County, Florida, to request vacating the following described property, to wit: THE 6.00 FOOT PUBLIC UTILITY EASEMENT LYING ALONG THE EASTERLY LINE OF LOT 4, AND THE 6.00 FOOT PUBLIC UTILITY EASEMENT LYING ALONG THE WESTERLY LINE OF LOT 5, BLOCK 106, LESS THE NORTH 10.00 FEET FOR UTILITIES AND LESS THE SOUTH 6.00 FEET PUBLIC UTILITY EASEMENT, BAREFOOT BAY UNIT TWO, PART TWELVE ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGES 79-80 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. CONTAINING 768 SQUARE FEET, MORE OR LESS. PREPARED BY: CHRISTOPHER J. COONEY, PSM. The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described easement at 9:00 A.M. on April 21, 2020 at the Brevard County Government Center Board Room, Building C., 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken. Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the board, agency, or commission with respect to the vacating, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Persons seeking to preserve a verbatim transcript of the record must make those arrangements at their own expense. The needs of hearing or visually impaired persons shall be met if the department sponsoring the meeting/hearing is contacted at least 48 hours prior to the public meeting/hearing by any person wishing assistance.

Fig. 8: Copy of public hearing advertisement as published on April 06, 2020 see next page for full text.

Legal Notice Text

Requested by: Public Works Department of Brevard County, Florida

Corrina Gumm / Interim Director

By: Amber Holley / Vacating Acquisition & Review Specialist

Florida Today:

Please advertise in the April 06, 2020 issue of Florida TODAY.

PLEASE NOTE! Please use account #BRE-6BR327 and Purchase Order No. 4500092228-10, forward invoice and proof of publication to Amber Holley, Brevard County Public Works Dept., Surveying & Mapping Program, 2725 Judge Fran Jamieson Way, Room A-220, Viera, FL, 32940

LEGAL NOTICE

**NOTICE FOR THE PARTIAL VACATING OF TWO 6.0 FT. WIDE PUBLIC UTILITY EASEMENTS, PLAT OF
"BAREFOOT BAY UNIT TWO PART TWELVE" IN SECTION 10, TOWNSHIP 30 SOUTH, RANGE 38 EAST,
BAREFOOT BAY, FL**

NOTICE IS HEREBY GIVEN that pursuant to Chapter 336.09, Florida Statutes, and Chapter 86, Article II, Section 86-36, Brevard County Code, a petition has been filed by **BARRY SOUTHARD & VALERIE GALLO** with the Board of County Commissioners of Brevard County, Florida, to request vacating the following described property, to wit:

**THE 6.00 FOOT PUBLIC UTILITY EASEMENT LYING ALONG THE EASTERLY LINE OF LOT 4, AND THE 6.00
FOOT PUBLIC UTILITY EASEMENT LYING ALONG THE WESTERLY LINE OF LOT 5, BLOCK 106, LESS THE
NORTH 10.00 FEET FOR UTILITIES AND LESS THE SOUTH 6.00 FEET PUBLIC UTILITY EASEMENT,
BAREFOOT BAY UNIT TWO, PART TWELVE ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT
BOOK 22, PAGES 79-80 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
CONTAINING 768 SQUARE FEET, MORE OR LESS. PREPARED BY: CHRISTOPHER J. COONEY, PSM.**

The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described easement at **9:00 A.M. on April 21, 2020** at the Brevard County Government Center Board Room, Building C., 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the board, agency, or commission with respect to the vacating, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

Persons seeking to preserve a verbatim transcript of the record must make those arrangements at their own expense.

The needs of hearing or visually impaired persons shall be met if the department sponsoring the meeting/hearing is contacted at least 48 hours prior to the public meeting/hearing by any person wishing assistance.



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

I.1.

4/21/2020

Subject:

Discussion Re: Interlocal Agreement with the City of Palm Bay for the St. Johns Heritage Parkway Intersection and Babcock Street - Districts 3 and 5

Fiscal Impact:

Option 1: For the St. Johns Heritage Parkway Intersection Project, there is no fiscal impact to the County. For the future Babcock Street Widening, the County will set aside 50% of the new revenue from transportation impact fees received for any new development in the unincorporated area in that portion of the south mainland benefit district located south of Grant Road and west of the Florida East Coast Railway right-of-way for the future widening of Babcock Street south of Malabar Road. The reconstruction efforts by the County remain unchanged from current commitments.

Dept/Office:

Public Works Department/Finance and Contracts Administration

Requested Action:

It is requested the Board of County Commissioners discuss and determine Board action pertaining to the Interlocal Agreement with the City of Palm Bay for the St. Johns Heritage Parkway Intersection and Babcock Street. If the Board determines to enter into agreement, it is requested the Board approve and authorize the Chair to execute the attached Interlocal Agreement.

Summary Explanation and Background:

Since February 11, 2020, staff for the County and City have been collaborating to resolve language to draft an Interlocal Agreement using direction as provided by the Board. The major points of the Interlocal Agreement include:

1. County agrees to make reasonable effort to fund and reconstruct existing Babcock Street in its current two-lane configuration south of Malabar Road. This obligation continues after transfers as described in items 5. b and c. The reconstruction may occur in portions over time as funding becomes available and as determined by the County. Reconstruction limits, methods, and specifications will be at the sole discretion of the County. The restoration efforts shall be restorative in nature such as Full Depth Reclamation (F.D.R.) or milling with resurfacing. Such efforts shall not be asphalt preservation in nature such as micro-resurfacing and asphalt rejuvenation.
2. City will complete the intersection improvements at Babcock Street and the newly constructed St. Johns Heritage Parkway in three phases in substantial conformance with the County permits.
3. City will accept ownership and maintenance responsibilities of the portion of Babcock Street necessary for the Intersection Project upon the Effective Date of the Interlocal Agreement.
4. City and County agree to partner in efforts to complete the future widening of Babcock Street south of 689

Malabar Road, as funding becomes available. Upon the Effective Date of the Interlocal Agreement, the City and County agree to set aside 50% of their respective transportation impact fees received from designated areas for the future widening of Babcock Street. The County will also seek separate agreement of the Towns of Malabar and Grant-Valkaria to set aside any transportation impact fees collected within the town limits.

5. City reaffirms its prior commitment as stated in the Joint Planning Agreement, dated July 26, 2016 and further agrees to take over ownership and maintenance of any segment of Babcock Street from the south City limits to Malabar Road under the following conditions:
 - a. After reconstruction and widening to four lanes (Future Project) or,
 - b. The Annual Average Daily Traffic (A.A.D.T.), as determined by the Space Coast Transportation Planning Organization (T.P.O.), exceeds the Maximum Acceptable Volume (M.A.V.) for any segment of Babcock Street south of Malabar Road to the southerly city limits.
 - c. For any segment of Babcock Street that already exceeds the Maximum Acceptable Volume (M.A.V.), the City will assume ownership and maintenance upon reconstruction of the current two-lane configuration or two years, whichever is later.
6. The Interlocal Agreement addresses annexation by the City as they accept ownership and maintenance of Babcock Street segments.

The attached Interlocal Agreement outlines the commitments, terms and conditions of the partnership between the City and County. The City of Palm Bay is currently expected to consider this Interlocal Agreement at a Special Council Meeting on April 22, 2020.

Please find below options for the Board's consideration:

Option 1: Approve and authorize the Chair to execute the Interlocal Agreement with the City of Palm Bay for the St. Johns Heritage Parkway Intersection and Babcock Street.

Option 2: Do not approve the Interlocal Agreement.

Option 3: Provide staff with other direction.

Clerk to the Board Instructions:

Please return the Interlocal Agreement with the City of Palm Bay for the St. Johns Heritage Parkway Intersection and Babcock Street to the Public Works Department.

INTERLOCAL AGREEMENT

ST. JOHNS HERITAGE PARKWAY INTERSECTION AND BABCOCK STREET

This Agreement, made and entered into by and between the Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and the City of Palm Bay, Brevard County, Florida, hereinafter referred to as "City".

Recitals

WHEREAS, the City desires to complete intersection improvements at Babcock Street and the newly constructed St. Johns Heritage Parkway, defined below as Intersection Project; and

WHEREAS, the County and City jointly agree that the success of the future widening of Babcock Street south of Malabar Road will require joint partnership, planning, and resource allocations to complete the project for the benefit of the public; and

WHEREAS, the County and the City have entered into a Joint Planning Agreement, dated July 26, 2016 and as recorded in ORB 8514, PG 1709 of the Official Records of Brevard County, Florida which includes, as part of Exhibit C of the Joint Planning Agreement, an agreement that the City will accept maintenance responsibility for segments of Babcock Street within six months after four-laning is complete; and

WHEREAS, the County and the City have agreed that it is in the best interest of both parties that the City will take ownership of the portion of Babcock Street necessary for the Intersection Project.

NOW THEREFORE, the County and City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

1. Recitals

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

2. Statutory Authority

This Agreement shall be considered an Interlocal Agreement pursuant to authority of Florida Statutes, Chapter 163, Part 1, 2013.

3. Existing Joint Planning Agreement

This Agreement is not intended to replace the Joint Planning Agreement (J.P.A.) between the County and the City, dated July 26, 2016 and as recorded in ORB 8514, PG 1709 of the Official Records of Brevard County, Florida. Pursuant to Article III, Section 9 of the J.P.A. future transfers of right-of-way require a separate agreement. This Agreement shall fulfill the requirements of the J.P.A. in regards to maintenance and ownership transfers of Babcock Street from the County to the City.

Definitions

4. Development

Shall be defined as set forth in Sections 163.3164(13), Florida Statutes (2002), as amended or superseded from time to time.

5. Future Project

Widening of Babcock Street from south of Micco Road (Deer Run Road) to Malabar Road from the current two-lane roadway to a four-lane roadway, a distance of approximately nine miles, as shown in Exhibit E and included for illustrative purposes only, to include associated improvements such as identified in the Florida Department of Transportation (F.D.O.T.) Project Development and Environment Study (P.D.& E.) Study, and as amended, Financial Project No. 437204-1.

- a. This Agreement does not address ownership and maintenance of the Interstate 95 bridge overpass on Babcock Street currently owned and maintained by F.D.O.T. There are no commitments made by the City and County to assume ownership and maintenance responsibility for the Interstate 95 bridge overpass.

6. Intersection Project

Means those intersection improvements that the City shall construct at the St. Johns Heritage Parkway (S.J.H.P.) and its intersection with Babcock Street and further defined in this Section as Phases 1, 2 and 3.

Phase 1

Means the first phase of the Intersection Project. The City shall construct and maintain an at grade three leg intersection to allow for the temporary opening of the St. Johns Heritage Parkway to traffic. Improvements to include the installation of a span wire traffic signal at said intersection in substantial conformance with the 100% plans approved in County Right-of-Way/Easement Permit No. 19RW00460, attached hereto as Exhibit A. No additional right-of-way or stormwater infrastructure are necessary for this phase.

Phase 2

Means the second phase of the Intersection Project. The City shall construct and maintain southbound left turn lane improvements and associated tapers at said intersection, to meet opening year geometry recommendations on Babcock Street, in substantial conformance with the 100% plans approved in County Right-of-Way/Easement Permit No. 20RW00080, attached hereto as Exhibit B. No additional right-of-way or stormwater infrastructure are necessary for this phase.

Phase 3

Means the third phase of the Intersection Project. The City shall construct and maintain an improved intersection and widen Babcock Street to include turn lanes, deceleration lanes, sidewalks, drainage, and the installation of a mast arm traffic signal system at said intersection in substantial conformance with the 100% plans approved in County Right-of-Way/Easement Permit No. 20RW00081, attached hereto as Exhibit C. The intersection will be at final raised grade of the new roadways and generally comply with the typical sections as preliminarily identified in the Florida Department of Transportation (F.D.O.T.) Project Development and Environment Study (P.D. & E.) Study, Financial Project No. 437204-1 and build out geometry recommendations. Additional right-of-way acquisition is needed for this phase.

Intersection Project

7. Maintenance and Ownership Transfer

- a. The County and the City agree that upon the Effective Date of this Agreement, the City shall accept ownership and maintenance responsibilities of the Intersection Project area (including all retention/detention ponds and off-site acquisitions related to the Intersection Project) and all associated improvements, within the limits of the Intersection Project as shown in Exhibit C, and as revised in accordance with Section 31, in accordance with state statute.
- b. The County shall prepare a county deed and resolution and any other documents necessary to effectuate the conveyance and transfer of the roadway for the portion of the Intersection Project as described above in Section 7.a. The City agrees to pass a resolution accepting transfer of ownership and maintenance from the County. The transfer of the property shall be completed within sixty days of the Effective Date of this Agreement.
- c. The City agrees to annex all areas for the portion of the Intersection Project, as described above in Section 7.a within one hundred and twenty days of the Effective Date.
- d. The County shall retain permit authority over right of way permits

19RW00460, 20RW00080, and 20RW00081 as part of the Intersection Project until such time as Intersection Project is complete and the associated right of way permits are closed and certificates of completions have been issued. The City shall assume all other permitting authority associated with Intersection Project area.

8. Right of Way for Intersection Project Phase 3

The City shall be responsible for acquisition of all right-of-way within City limits that may be necessary for Phase 3 of the Intersection Project. All acquisitions of right-of-way by the City, whether voluntary or involuntary, shall conform to Federal Highway Administration and F.D.O.T. rules, procedures, and standards. Failure to follow applicable rules, procedures, and standards may require the City to re-acquire right-of-way at its own expense.

9. Permitting and Stormwater

The City shall be required to secure any permits required by any other permitting agencies with jurisdiction necessary to support the Intersection Project and will coordinate with Developers and the County regarding any joint permit applications as needed.

- a. The City shall be required to demonstrate that the rights to discharge Intersection Project stormwater off-site by agreement or easement has been obtained. The County shall extend all approved right-of-way permit expirations to comply with the timelines as outlined in Section 12 of this Agreement.

10. Construction Plans

The City agrees to construct the Intersection Project in substantial conformance with the permitted plans conceptually shown in Exhibits A through C. The Intersection Project design shall meet or exceed F.D.O.T. and County standards. The County acknowledges the City is conducting further review of Exhibit C plans to achieve value engineering changes to reduce the cost of Phase 3. The County commits that it will work with the City to value engineer Phase 3 of the Intersection Project to try and reduce the overall cost of Phase 3. Any design changes needed or proposed shall meet or exceed F.D.O.T. and County standards and be approved by the Engineer of Record and County via a revision to the permit. Failure of the City to construct per the approved plans, or failure to seek County Public Works Department approval of any substantial changes in the approved plans through a formal permit modification, shall constitute a breach of this Agreement.

11. Construction

Both parties agree that the City shall be the lead agency to perform all work on the Intersection Project. County shall not be a party to the contract with contractor selected

by City to build any phase of the Intersection Project. Nothing in this Agreement shall be in any way construed to constitute the County, or any of its agents or employees, to be an agent, employee or representative of the City. Construction completion shall be in accordance with the project timeline as defined in Section 12 of this Agreement.

12. Project Timeline

Within five days of the effective date of this Agreement, the County shall issue the Right-of-Way/Easement Permit No. 19RW00460 to the City for the construction of Phase 1. The City agrees to the following timeline for completion of the Intersection Project:

- a. December 31, 2020: The City shall fund and complete construction of Phase 1. Upon joint final inspection of constructed improvements and subsequent County approval, the County shall allow the intersection to be opened to traffic.
- b. December 31, 2020: The City shall obtain all permits, fund and complete construction of Phase 2. The City shall be required to closeout all applicable permits. Upon joint final inspection of constructed improvements, receipt of all closeout documentation, and subsequent County approval, the County shall closeout the right-of-way permits for Phases 1 and 2.
- c. December 31, 2021: The City shall complete acquisition of all right-of-way for Phase 3.
- d. July 31, 2023: The City shall fund and obtain all permits for the construction of Phase 3.
- e. December 31, 2023: The City shall complete utility relocation and construction of Phase 3 improvements. The City shall be required to closeout all applicable permits. Upon joint final inspection of constructed improvements, receipt of all closeout documentation, and subsequent County approval, the County shall closeout the right-of-way permit for Phase 3.

Timeline dates agreed to herein may be extended by written agreement of both parties at least ninety days prior to the date of the specific item. Additionally, the City may submit an independent traffic analysis, funded by the City or a third party and signed and sealed by a Professional Engineer licensed in the State of Florida, to demonstrate that the improvements contemplated in Phase 3 of Intersection Project are not necessary by the deadlines in this Section and could be delayed. County shall review the submitted traffic analysis and provide a response within 60 days. Should the County agree with the traffic analysis and agree to delay Phase 3 of the Intersection Project, a written amendment shall be required as outlined in Section 31 of this Agreement.

13. Bond

The City shall provide a copy of the Public Construction Bond obtained by the City from chosen contractor to the County before the start of Phases 2 and 3 of the Intersection

Project. Failure to provide proof of said bond shall result in revocation of intent to issue Right-of-Way/Easement Permits for said phase. The City shall not release any Public Construction Bond until all County and other jurisdictional permits have been completed and/or closed out. The County shall be named additional Obligee on all Public Construction Bonds with the authority to call the Public Construction Bond and direct Surety to complete construction.

14. Construction Review Meetings

The County shall have the right to have a representative present at any construction-related meetings, such as preconstruction conference, site meetings, and progress meetings. The City shall promptly provide advance notice of date, time and location of any construction-related meeting, unless an emergency meeting is required, in which case all best efforts shall be made to contact the County's Representative or designee.

The County shall be conducting inspections during the Intersection Project and shall report any findings to the City. If at any time, any defects shall be found prior to final completion of the Intersection Project, the County shall provide notice to the City giving the City a cure period to correct such defects. Prior to the release of any Public Construction Bond, the County and the City shall conduct a joint final inspection.

Future Project

15. Transportation Impact Fees

Upon the Effective Date of this Agreement and until completion of the Future Project, the County and the City further agree to set aside transportation impact fees for the future widening and improvements of Babcock Street south of Malabar Road as follows:

- a. The City agrees, following payment of existing debt and impact fee credit obligations in effect at the Effective Date of this Agreement paid for out of the transportation impact fee fund, to set aside 50% of the transportation impact fees received for any new development in the area south of Eldron Boulevard SE and San Filippo Drive, and south of San Filippo Drive to Lowry Boulevard SE, as shown in Exhibit D, as well as any other property annexed by the City south of Malabar Road. The City shall not provide impact fee credits for the portion of set aside required by this Agreement, except for the following:
 - i. Donations of right-of-way along Babcock Street needed for the Future Project as determined by the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions);
 - ii. Purchase of right-of-way needed for Future Project as determined by the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions);

- iii. Design and construction on Babcock Street resulting in widening to a minimum of a 4-lane configuration to match the typical sections and recommendations as found in the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions);
 - iv. Purchase of stormwater retention area necessary for Future Project as determined by the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions);
 - v. Floodplain compensation area and/or Wetland Mitigation as necessary for Future Project as determined by the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions) with agreement of all Parties.
- b. The County agrees to set aside 50% of the transportation impact fees received for any new development in the unincorporated area in that portion of the south mainland benefit district located south of Grant Road and west of the Florida East Coast Railway right-of-way. The County shall not provide impact fee credits for the portion of set aside required by this Agreement, except for the following:
 - i. Donations of right-of-way along Babcock Street needed for the Future Project as determined by the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions);
 - ii. Purchase of right-of-way needed for Future Project as determined by the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions);
 - iii. Design and construction on Babcock Street resulting in widening to a minimum of a 4-lane configuration to match the typical sections and recommendations as found in the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions);
 - iv. Purchase of stormwater retention area necessary for Future Project as determined by the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions);
 - v. Floodplain compensation area and/or Wetland Mitigation as necessary for Future Project as determined by the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions) with agreement of all Parties.
- c. The County will seek separate agreement of the Towns of Malabar and Grant-Valkaria to set aside any transportation impact fees collected within the town limits, or any designated portion thereof, of the Towns of Malabar and Grant-Valkaria up to the percentage allocated by the Towns.

- d. The County and the City shall provide each other an itemized accounting of all impact fee collections and expenditures in the affected areas referenced in (a) and (b) of this Section at a minimum annually, due not later than January 31 of each year hereafter. The itemized accounting shall include the date of collection of the impact fees. The County and the City shall disclose any existing debt and impact fee credit agreements or any other impact fee arrangements with any developers that would impact the amount of impact fees collected pursuant to this Agreement, in effect at the Effective Date of this Agreement. Such disclosure shall occur within 30 days of the Effective Date of this Agreement. Any proposed impact fee credit agreements shall be disclosed prior to legislative action by either body.
- e. The impact fees collected for Future Project shall be expended in accordance with applicable City, County, and State laws and ordinances. The County and the City will work diligently to ensure transportation impact fees collected for Future Project are used as outlined in this Section in a timely manner. The Parties agree to send notice to each other one year prior to the expiration of any transportation impact fees collected for Future Project so that the parties may coordinate and identify a manner to expend transportation impact fees collected for Future Project consistent with this Section. The time periods prescribed in the County and City ordinances may be extended for an identified use so long as they will be used in the reasonably immediate future, which is defined as no more than one year.
- f. All parties acknowledge that F.D.O.T. is currently conducting a P.D.&E. Study under Financial Project No. 437204-1 on the Babcock Street corridor from south of Micco Road (Deer Run Road) to Malabar Road. Should F.D.O.T. complete all phases of Future Project using state and/or federal funds, any retained transportation impact fees shall be refunded to all parties respectively.
- g. Nothing in this Section shall be interpreted to prohibit the County, City, and other governmental agencies from jointly acquiring right-of-way needed for Future Project from other funding sources, so long as all other provisions of the Agreement and applicable laws are followed.

16. Right-of-Way for Future Project

The City and the County agree, as a condition of future development along Babcock Street in the Future Project area, to acquire right-of-way along Babcock Street to be held for the future widening project, and to be transferred to the lead agency for the Future Project. All acquisitions of right-of-way by either the City or the County, will occur within each party's respective jurisdiction, and whether voluntary or involuntary, shall conform to Federal Highway Administration and F.D.O.T. rules, procedures, and

standards. Failure to follow applicable rules, procedures, and standards may require the City or the County to re-acquire right-of-way at its own expense.

17. Joint Planning and Concurrency for Future Project

- a. The City and the County agree that coordination regarding future development, as further described in the Joint Planning Agreement (J.P.A.), dated July 26, 2016 and as recorded in ORB 8514, PG 1709 of the Official Records of Brevard County, Florida, is necessary to support concurrency for Babcock Street. The parties further agree to coordinate through the Joint Planning Agreement process on mitigation strategies if a transportation assessment determines that a proposed development project will potentially result in a deficiency in the Level of Service for Babcock Street.
- b. The City and County agree that termination of the aforementioned J.P.A. will not remove the obligations of both parties to follow the Development Order Application process outlined in Article II, Paragraph 13 and Article III of the aforementioned J.P.A. as it applies to Babcock Street, which sections shall be incorporated herein by reference with the same force and effect as though fully set forth herein.

18. Construction of Future Project Widening

Each party shall have the right to have a representative present at any construction-related meetings, such as preconstruction conferences, site meetings, and progress meetings which shall be set at such time and place as the parties deem appropriate. Prompt notice shall be provided in advance of the date, time and location of any construction-related meeting, unless an emergency meeting is required, in which case all best efforts shall be made to contact each party's designated representative.

Each party shall have the opportunity to conduct inspections during the construction and report any findings to the lead agency. If at any time, any defects shall be found prior to final completion of the project, the party shall provide written notice to the lead agency giving the lead agency a cure period to correct such defects. Prior to the release of any Public Construction Bonds, the County and the City shall conduct a final inspection.

19. Ownership and Maintenance After Future Project Widening

- a. The City hereby reaffirms its prior commitment as stated in the J.P.A. and further agrees to take over ownership and maintenance of any portion of any segment(s) of Babcock Street from the south City limit to Malabar Road after reconstruction and widening to four lanes of travel. The City and County, consistent with state and local law, agree to take appropriate action to annex sections of Babcock Street into the City after reconstruction and widening to four lanes of travel within one hundred and twenty days of final completion.

- b. The County shall prepare a county deed and resolution and any other documents necessary to effectuate the conveyance and transfer of the roadway after reconstruction and widening to four lanes of travel. The City agrees to pass a resolution accepting transfer of ownership and maintenance from the County. The transfer of the property shall be completed within sixty days of final completion of any reconstruction and widening to four lanes of travel on Babcock Street from the south City limit to Malabar road.
- c. Each party agrees to cooperate in enforcing the construction contracts, including but not limited to, assignment of contract rights to enforce Public Construction Bonds, claims, warranties and guarantees to the extent requested by the other party.
- d. If the County is the lead agency, the County shall deliver to the City all of the following:
 - (i) Plans. Construction plans for any portion of the widened Babcock Street, including certified As-Built Survey Drawings, and Engineer of Record project completion certifications.
 - (ii) Permits. Assignment of and copies of authorizations and permits issued to the County for the construction of the future widening of Babcock Street.

20. Permitting

The City and County jointly agree the parties shall not unreasonably withhold any permits required to be issued for Future Project.

Transfer Upon Over Capacity

21. Segments

The City and County agree that Babcock Street capacity status shall be evaluated in segments as defined and monitored by the Space Coast Transportation Planning Organization (T.P.O.) and as may be amended from time to time by the T.P.O. The City and County agree that the traffic count program that is managed by the T.P.O. shall be used to determine the current traffic volume in relation to the Maximum Acceptable Volume (M.A.V.). The M.A.V. of 17,700 is considered the capacity of the road for the purpose of this Agreement.

Notwithstanding the forgoing, the parties agree to the below modification to the T.P.O. defined segments: As the Intersection Project will bisect a current segment (Micco Rd to Grant Rd) as defined by the T.P.O. upon completion of Phase 1 of the Intersection Project, the City and County agree that the portion of Babcock Street from St. Johns Heritage Parkway to Grant Road will become a new segment for purposes of this

Agreement regardless of whether the TPO changes the segment evaluation of Babcock Street.

22. Ownership Transfer Once Capacity Reached

The City agrees that should the Annual Average Daily Traffic (A.A.D.T.), as determined by the T.P.O., exceed the Maximum Acceptable Volume (M.A.V.) for any segment of Babcock Street south of Malabar Road, excluding the F.D.O.T. Interstate 95 bridge area, to the southern terminus of the Intersection Project, the City shall take over maintenance and ownership of said segment of Babcock Street prior to reconstruction and widening to 4 lanes.

- a. The County shall prepare a county deed and resolution and any other documents necessary to effectuate the conveyance and transfer of the roadway. The City agrees to pass a resolution accepting transfer of ownership and maintenance from the County. The transfer of the property shall be completed within 60 days from a determination by the T.P.O. that the A.A.D.T. exceeds the M.A.V.
- b. The City and County, consistent with state and local law, agree to take appropriate action to annex segments of Babcock Street into the City once the T.P.O. determines that the A.A.D.T. exceeds the M.A.V. if the City has not previously annexed the section of Babcock Street right-of-way.

Should any segments of Babcock Street already exceed the M.A.V. for that segment on the Effective Date of this Agreement, the City shall assume ownership and maintenance pursuant to this Section upon reconstruction of the existing two-lane configuration by the County or two years from the Effective Date, whichever is later.

23. Reconstruction Efforts

The County agrees to make reasonable effort to fund and reconstruct existing Babcock Street in its current two-lane configuration south of Malabar Road one time notwithstanding ownership transfer in Section 22 (excluding Intersection Project area). The reconstruction may occur in portions over time as funding becomes available and as determined by the County. Reconstruction limits, methods, and specifications shall be at the sole discretion of the County, subject to the treatment activities described further. The appropriate treatment activity has been determined, at this time, for the following segments of Babcock Street to be reconstructed by Brevard County as follows:

- a. Babcock Street from Malabar Road to Saint Street is to be milled and overlaid with 2" SP 12.5 fiber reinforced superpave asphalt concrete, plus 1.5" FC 12.5 fiber reinforced asphalt concrete friction course.
- b. Babcock Street from Saint Street to Micco Road (excluding the limits of the Intersection Project) is to receive full-depth reclamation of the existing asphalt

and base material, and 2" SP 12.5 fiber reinforced superpave asphalt concrete, plus 1.5" FC 12.5 fiber reinforced asphalt concrete friction course.

- c. The Babcock Street and Wyoming Drive/Valkaria Road Intersection Improvement project that is currently under construction is to receive both of the above-mentioned activities, as designed and in accordance with the existing plans and contract.

The assessment and evaluations are performed in accordance with national standards. Should the assessment or evaluation change, or new methodologies become available, the County shall have the discretion to alter the appropriate activity. However, Pavement Preservation treatments, such as rejuvenators or micro-surfacing, will not be used.

Standard Conditions

24. Notices

All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-mail) and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this Agreement.

- a. General Notices. Unless otherwise notified in writing, general notices shall be sent to the following:

- i. City Representative
Lisa Morrell
City Manager
120 Malabar Rd SE
Palm Bay, FL 32907
- ii. County Representative
John Denninghoff
Assistant County Manager
2725 Judge Fran Jamieson Way, Suite C-301
Viera, FL 32940

With a copy to:
Tammy Thomas-Wood
Support Services Manager
2725 Judge Fran Jamieson Way, Suite A-201
Viera, Florida 32940

b. All notices related to design, construction, construction meetings, permitting, or engineering shall be sent to the following:

- i. City Representative
City of Palm Bay Public Works Department
Frank Watanabe, P.E., City Engineer
1050 Malabar Rd
Palm Bay, Florida 32907
- ii. County Representative
Brevard County Public Works Engineering
Attn: Rachel Gerena, P.E., Engineering Program Manager
2725 Judge Fran Jamieson Way, Suite A-204
Viera, Florida 32940

With a copy to:
John Denninghoff
Assistant County Manager
2725 Judge Fran Jamieson Way, Suite C-301
Viera, FL 32940

25. Indemnification

To the extent allowed by law and subject to the provisions set forth in Sec. 768.28, Florida Statutes, each party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this Agreement. Nothing contained within this Agreement requires either party to indemnify the other party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful act or omission of its employees, agents or representatives. Neither party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity, or to have increased its limits of liability under Sec. 768.28, Florida Statutes, as may be amended from time to time. Each party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement.

26. Insurance

The City shall require the contractor to name Brevard County as additional insured for all work associated with Phases 2 and 3. In any contract for the construction of any Phase of Intersection Project in this Agreement the City shall require contractor to indemnify and defend County.

27. Public Records

The County and the City shall comply with Florida's Public Records Laws and agree to keep and maintain public records in accordance with Florida law and records retention schedules. Further the parties will ensure that records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

28. 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.

29. Default

Either party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

30. Severability

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

31. Entirety

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to the Agreement unless such amendments are in writing and signed by both parties. The County and the City acknowledge and agree that this Agreement was mutually negotiated and drafted and, if an ambiguity requires judicial interpretation, the terms of this Agreement shall not be more harshly construed against one party over the other party. The construction plans as shown in Exhibits A through C are conceptual in nature. The parties agree that Exhibits A through C may be modified through the County permit approval process.

32. Recording

Upon execution of the Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded Agreement to the City Representative listed in Section 24.

33. Effective Date

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

34. Applicable Law

This Agreement and the provisions herein shall be construed, controlled and interpreted according to the laws of Florida.

35. Venue and Non-Jury Trial

Venue for any action brought 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.

36. Breach

If the County or the City shall allege or otherwise assert the other party has failed to perform any of its material obligations under this Agreement, the non-defaulting party shall provide written notice of such breach specifying in reasonable detail the nature of such breach or failure of condition. The party alleged to have breached the Agreement shall have forty-five days after receipt of such notice to cure such breach. Failure to timely begin any Phase of construction or failure to complete any Phase shall be a breach of this Agreement. The failure to issue Right-of-Way/Easement permit number 19RW00460 within five days by the County shall be a breach of this Agreement. Either party may extend the time to cure any breach beyond forty-five days provided the defaulting party commences reasonable action to cure within the forty-five-day cure period and continuously pursues the cure to completion.

37. Termination

This Agreement will terminate upon the completion of the Future Project and all fees set aside in accordance with Section 15 will no longer be set aside.

38. Binding Effect

Each party represents to the other it has undertaken all necessary actions to execute this Agreement and has the legal authority to enter this Agreement and to undertake all obligations imposed on it.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY—SIGNATURES ON FOLLOWING PAGES]

In witness whereof, we have set our hands and seals on the day and year written below.

Attest:

City of Palm Bay

City Clerk

By: _____
(Name/Title)

Date

Attest:

Board of County Commissioners
of Brevard County, Florida

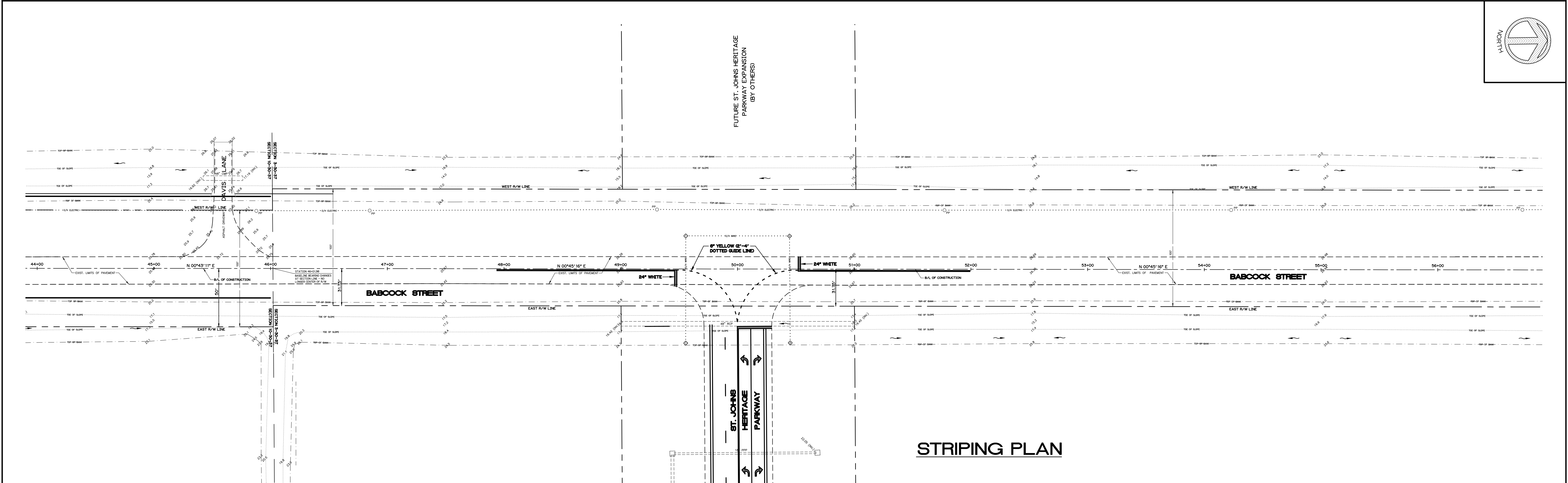
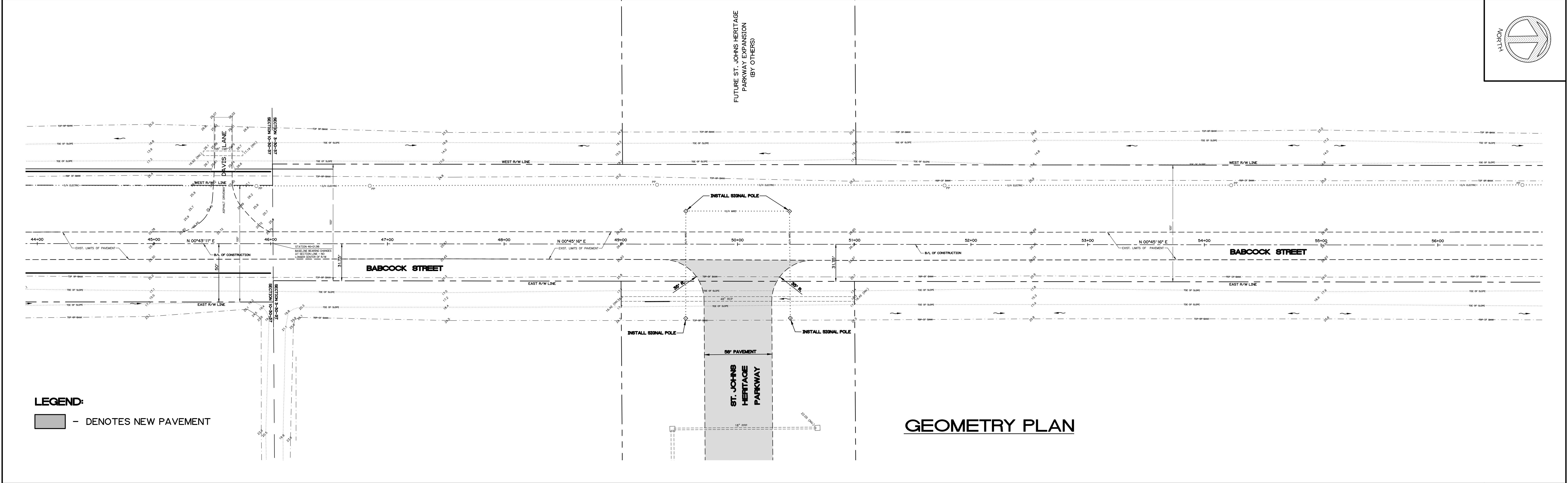
Scott Ellis, Clerk


By: _____
Bryan Lober, Chair
As approved by the Board on: _____

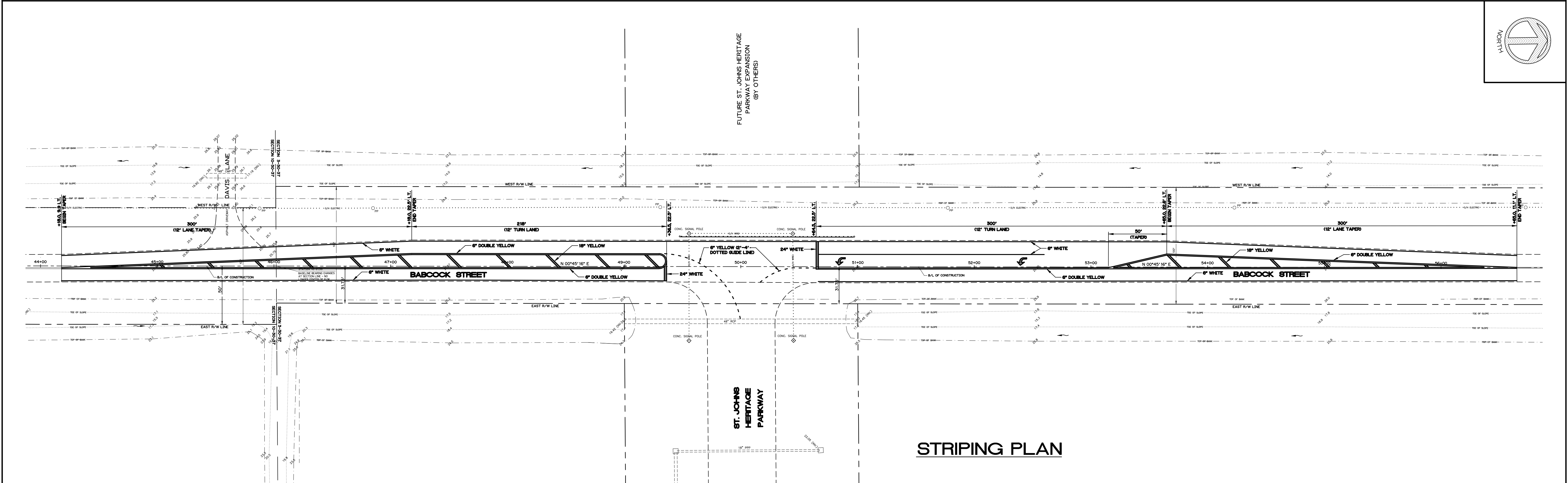
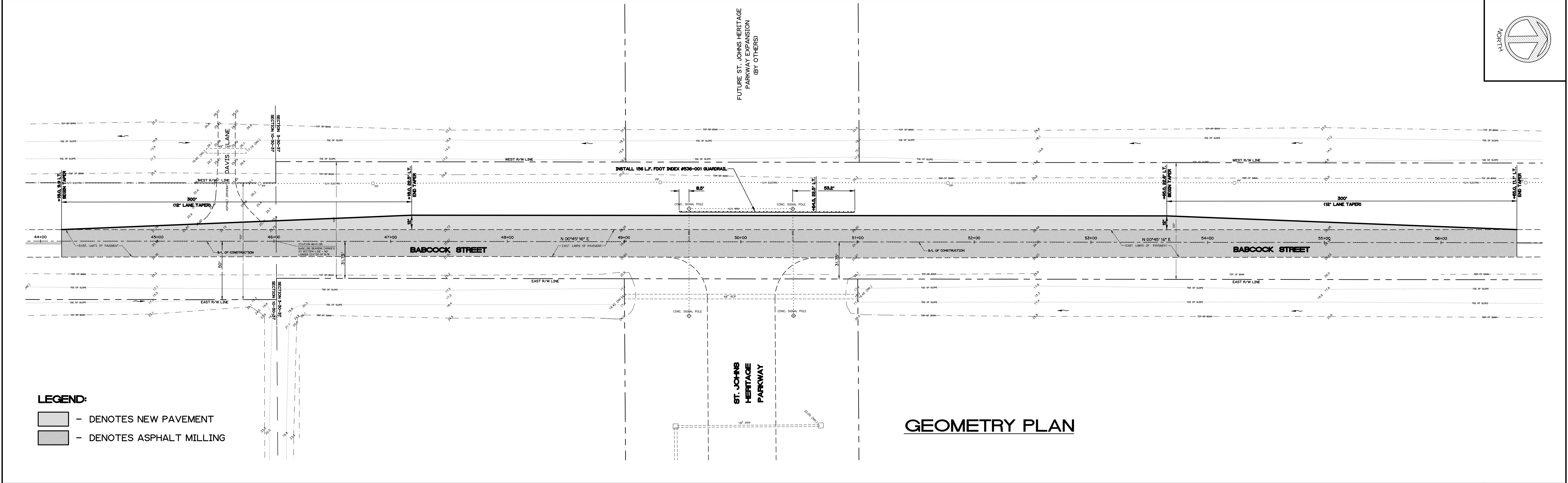
Reviewed for Legal Form and Content

Assistant County Attorney

Exhibit A



			DESIGNED BY FTW			 <div>CITY OF PALM BAY PUBLIC WORKS DEPARTMENT 1050 MALABAR ROAD S.W. PALM BAY, FLORIDA 32907 (321) 953-8996</div>	ST. JOHNS HERITAGE PARKWAY AT BABCOCK STREET			DATE JAN 2020		FRANK T. WATANABE P.E. NO. 66735		PROJECT NUMBER 19-29	
			DRAWN BY MH				INTERSECTION IMPROVEMENTS			SCALE HORIZ: 1' = 40'				SHEET	
			CHECKED BY FTW				PHASE 1 - TEMPORARY CONNECTION WITH SPAN-WIRE SIGNAL			VERT: N/A		DATE		1 OF 1	
REV. NO.	DATE	BY	REVISION												



REV. NO.	DATE	BY	REVISION

DESIGNED BY	FTW
DRAWN BY	MH
CHECKED BY	FTW



CITY OF PALM BAY
PUBLIC WORKS DEPARTMENT
1050 MALABAR ROAD S.W.
PALM BAY, FLORIDA 32907
(321) 953-8996

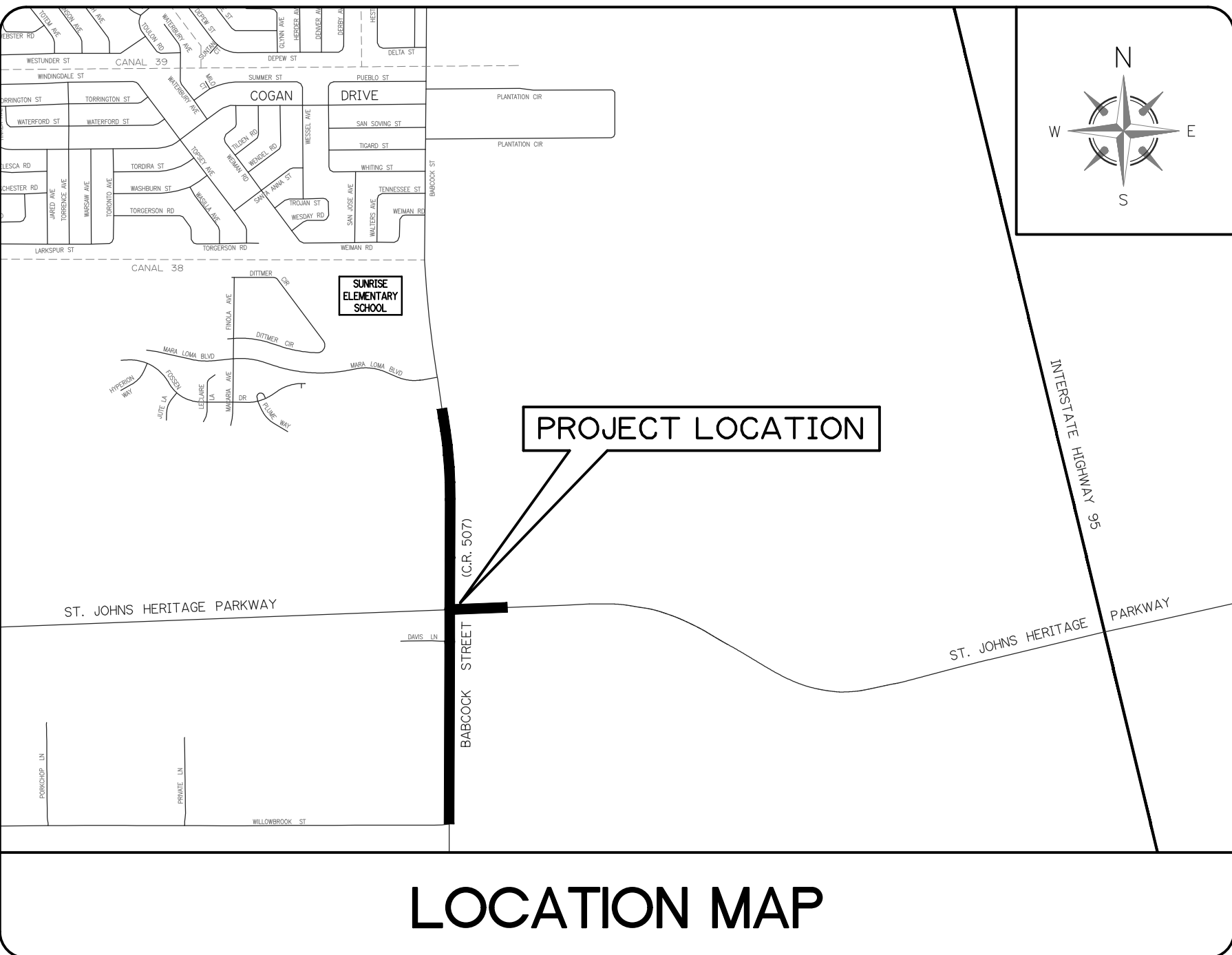
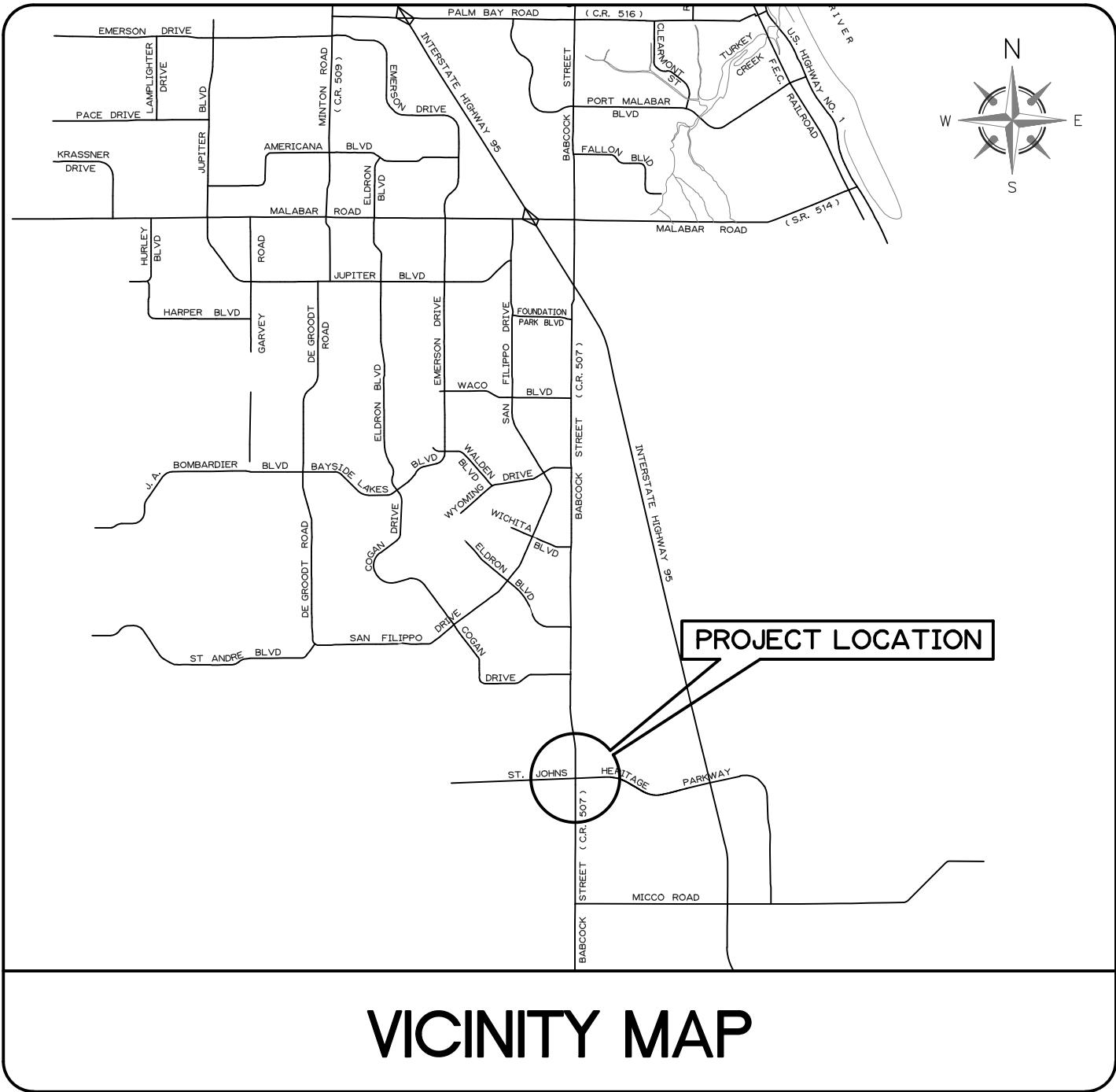
ST. JOHNS HERITAGE PARKWAY
AT BABCOCK STREET
INTERSECTION IMPROVEMENTS
PHASE 2 - LEFT TURN LANE

DATE	JAN 2020
SCALE	HORIZ: 1' = 40'
VERT:	N/A

FRANK T. WATANABE P.E. NO. 66735
DATE

PROJECT NUMBER	19-29
SHEET	1 of 1

ST. JOHNS HERITAGE PARKWAY AT BABCOCK STREET INTERSECTION IMPROVEMENTS



OCTOBER 2019



OWNER: CITY OF PALM BAY
120 MALABAR ROAD SE
PALM BAY, FLORIDA 32907

SITE ADDRESS: ST. JOHNS HERITAGE PARKWAY AT BABCOCK STREET
PALM BAY, FLORIDA 32909

LOCATION: SECTIONS 3 & 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST

ZONING: N/A

F.L.U.C.S.: 1900 OPEN LAND

DESCRIPTION OF WORK: ROAD CONSTRUCTION, PAVING AND TRAFFIC SIGNAL AT BABCOCK STREET, APPROXIMATELY 2,875 L.F. SOUTH OF AND 2,550 L.F. NORTH OF ST. JOHNS HERITAGE PARKWAY, ALONG WITH DRAINAGE IMPROVEMENTS AND FINAL STRIPING.
(5,425 L.F. / 1.03 MILES)

UTILITIES ENCOUNTERED				
FLORIDA POWER AND LIGHT	(POWER)	(321)	726-4864	
SPECTRUM	(CABLE)	(321)	757-6451	
A T & T	(TELEPHONE)	(321)	258-9244	
PALM BAY C & I T	(F.O.C)	(321)	952-3475	
PALM BAY UTILITY DEPARTMENT	(WATER & SEWER)	(321)	952-3410	

INDEX OF SHEETS

1	COVER SHEET
2	GENERAL NOTES
3	STORMWATER POLLUTION PREVENTION PLAN
4	TYPICAL ROADWAY SECTIONS
5	PLAN & PROFILE - STA. 21+00 THRU STA. 27+00
6	PLAN & PROFILE - STA. 27+00 THRU STA. 33+00
7	PLAN & PROFILE - STA. 33+00 THRU STA. 39+00
8	PLAN & PROFILE - STA. 39+00 THRU STA. 45+00
9	PLAN & PROFILE - STA. 45+00 THRU STA. 51+00
10	PLAN & PROFILE - STA. 51+00 THRU STA. 57+00
11	PLAN & PROFILE - STA. 57+00 THRU STA. 63+00
12	PLAN & PROFILE - STA. 63+00 THRU STA. 69+00
13	PLAN & PROFILE - STA. 69+00 THRU STA. 74+00
14	PLAN & PROFILE - STA. 74+00 THRU STA. 76+00
15	DETAIL SHEET
16	CROSS SECTIONS - 1 THRU 4 (STA. 21+15 THRU STA. 27+00)
17	CROSS SECTIONS - 5 THRU 8 (STA. 29+00 THRU STA. 35+00)
18	CROSS SECTIONS - 9 THRU 12 (STA. 37+00 THRU STA. 42+50)
19	CROSS SECTIONS - 13 THRU 16 (STA. 45+00 THRU STA. 51+00)
20	CROSS SECTIONS - 17 THRU 20 (STA. 52+50 THRU STA. 60+00)
21	CROSS SECTIONS - 21 THRU 24 (STA. 62+18 THRU STA. 68+18)
22	CROSS SECTIONS - 25 THRU 28 (STA. 70+18 THRU STA. 76+28)
23	MAINTENANCE OF TRAFFIC - PHASE 1
24	MAINTENANCE OF TRAFFIC - PHASE 1
25	MAINTENANCE OF TRAFFIC - PHASE 2
26	MAINTENANCE OF TRAFFIC - PHASE 2
27	MARKING & SIGNING - STA. 21+00 THRU STA. 33+00
28	MARKING & SIGNING - STA. 33+00 THRU STA. 45+00
29	MARKING & SIGNING - STA. 45+00 THRU STA. 57+00
30	MARKING & SIGNING - STA. 57+00 THRU STA. 69+00
31	MARKING & SIGNING - STA. 69+00 THRU STA. 76+00
32	SIGNALIZATION - PLAN VIEW
33	SIGNALIZATION - MAST ARM TABULATION
34	SIGNALIZATION - MAST ARM ASSEMBLIES
35	TYPICAL ROADWAY SECTIONS (SJHP)
36	PLAN & PROFILE - STA. 13001+00 THRU STA. 13007+00 (SJHP)
37	PLAN VIEW - OFF SITE DRAINAGE (SJHP)
38	MARKING & SIGNING - STA. 13001+38.3 THRU STA. 13006+50 (SJHP)

DESIGNED BY FTW	DATE	BY	REVISION
DRAWN BY MH			
CHECKED BY FTW			



CITY OF PALM BAY
PUBLIC WORKS DEPARTMENT
1050 MALABAR ROAD S.W.
PALM BAY, FLORIDA 32907
(321) 953-8996

ST. JOHNS HERITAGE PARKWAY
AT BABCOCK STREET

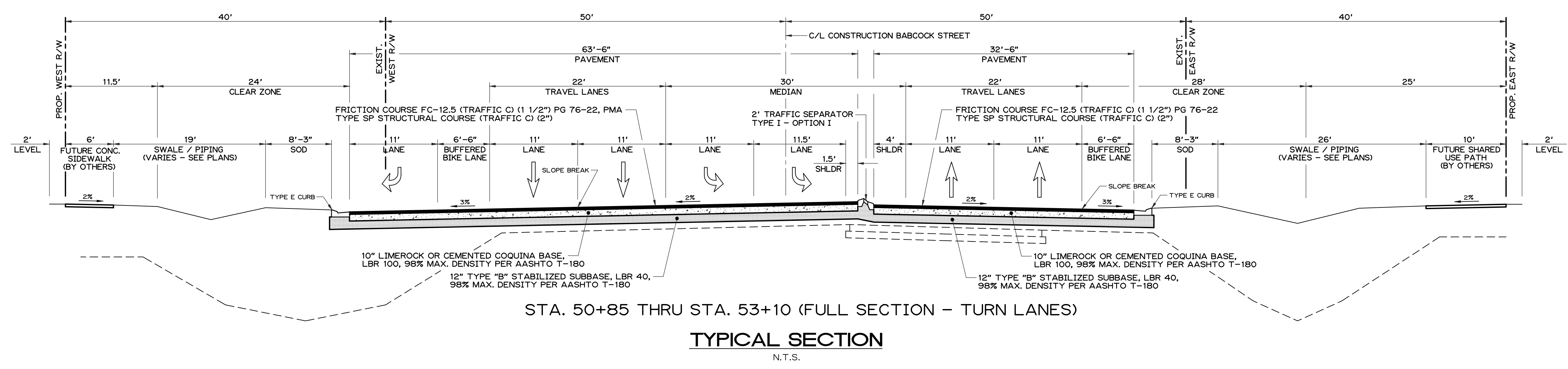
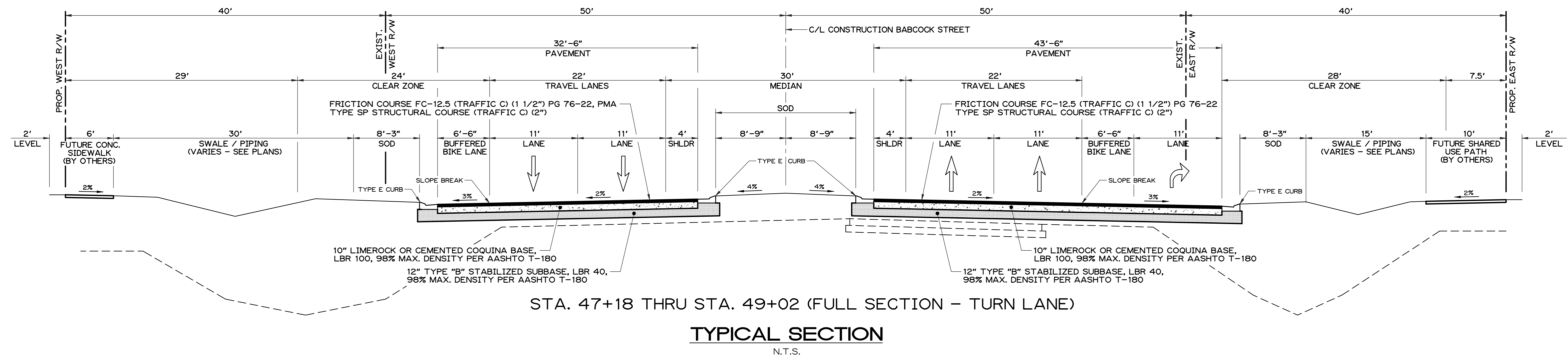
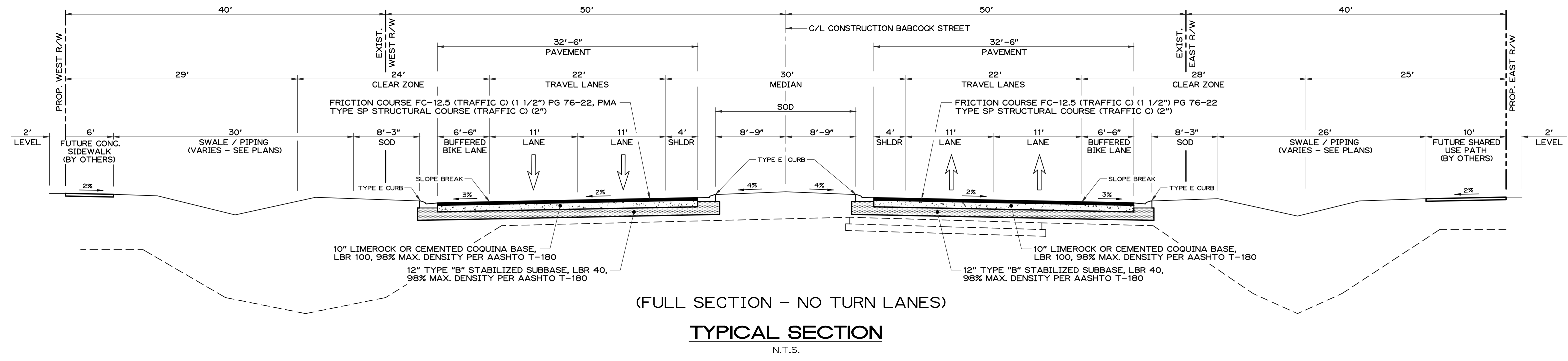
INTERSECTION IMPROVEMENTS
PHASE 3 - FOUR LANE SECTION WITH MAST ARM SIGNAL

DATE OCT 2019
SCALE HORIZ: N/A VERT: N/A

FRANK T. WATANABE
P.E. NO. 66735

DATE

PROJECT NUMBER 19-29
SHEET 1 of 5



REV. NO.	DATE	BY	REVISION

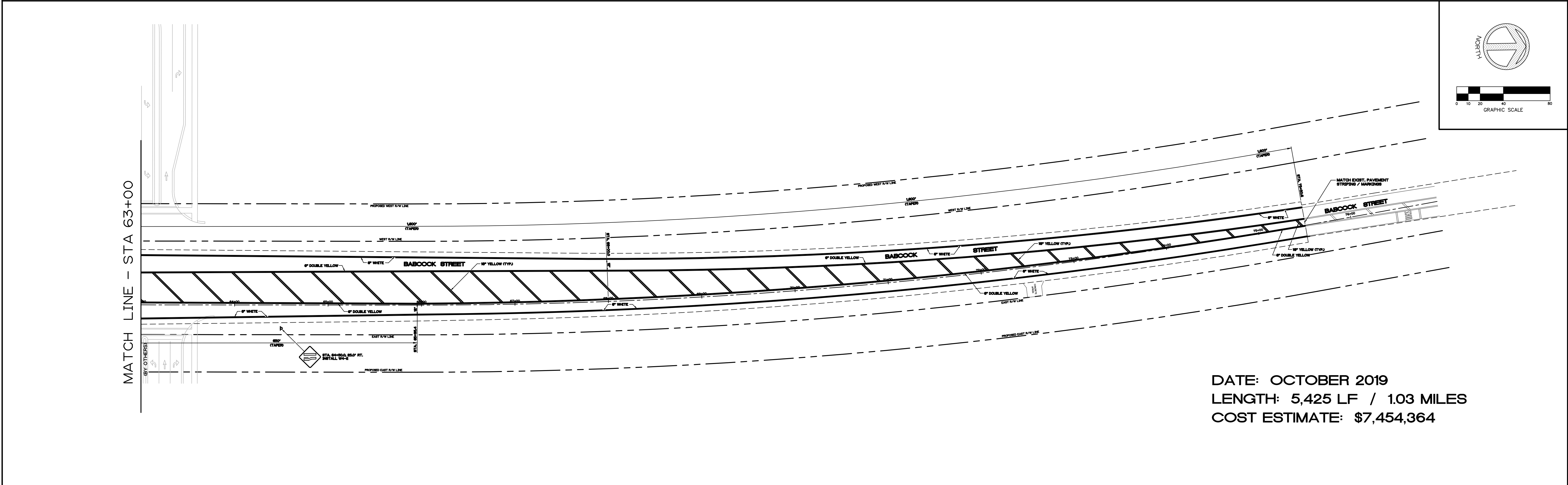
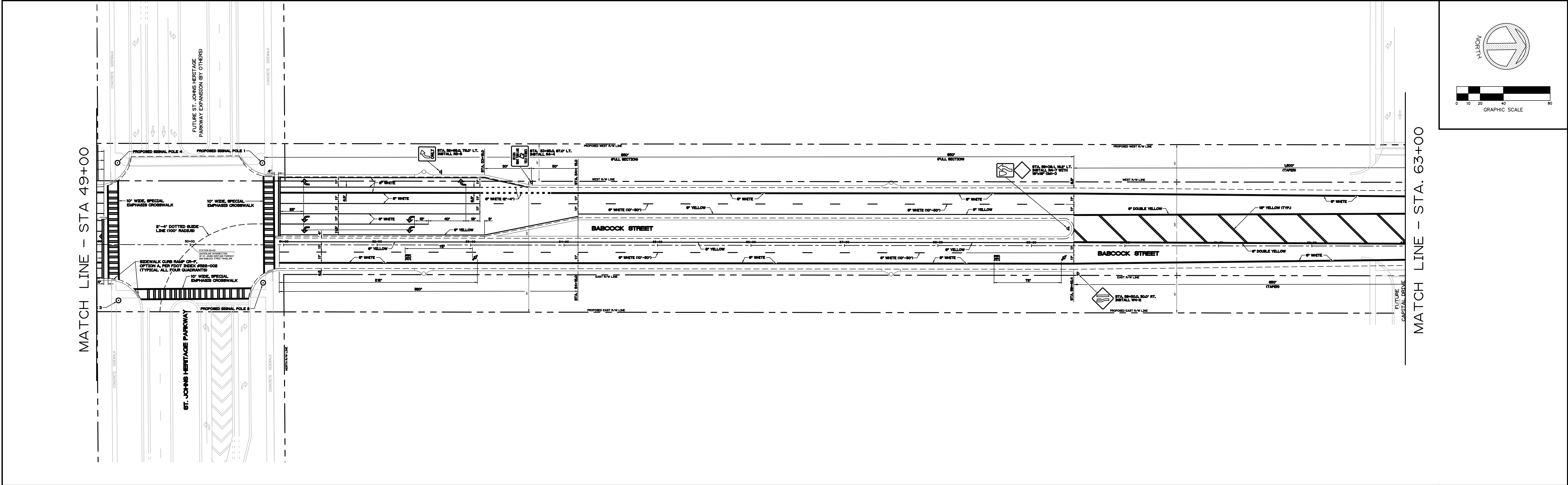


CITY OF PALM BAY
PUBLIC WORKS DEPARTMENT
1050 MALABAR ROAD S.W.
PALM BAY, FLORIDA 32907
(321) 953-8996

ST. JOHNS HERITAGE PARKWAY
AT BABCOCK STREET
INTERSECTION IMPROVEMENTS
PHASE 3 - FOUR LANE SECTION WITH MAST ARM SIGNAL

DATE	OCT 2019
SCALE	N/A
HORIZ:	N/A
VERT:	N/A

PROJECT NUMBER	19-29
SHEET	2 of 5
DATE	



DATE: OCTOBER 2019
LENGTH: 5,425 LF / 1.03 MILES
COST ESTIMATE: \$7,454,364

REV. NO.	DATE	BY	REVISION

DESIGNED BY FTW
DRAWN BY MH
CHECKED BY FTW



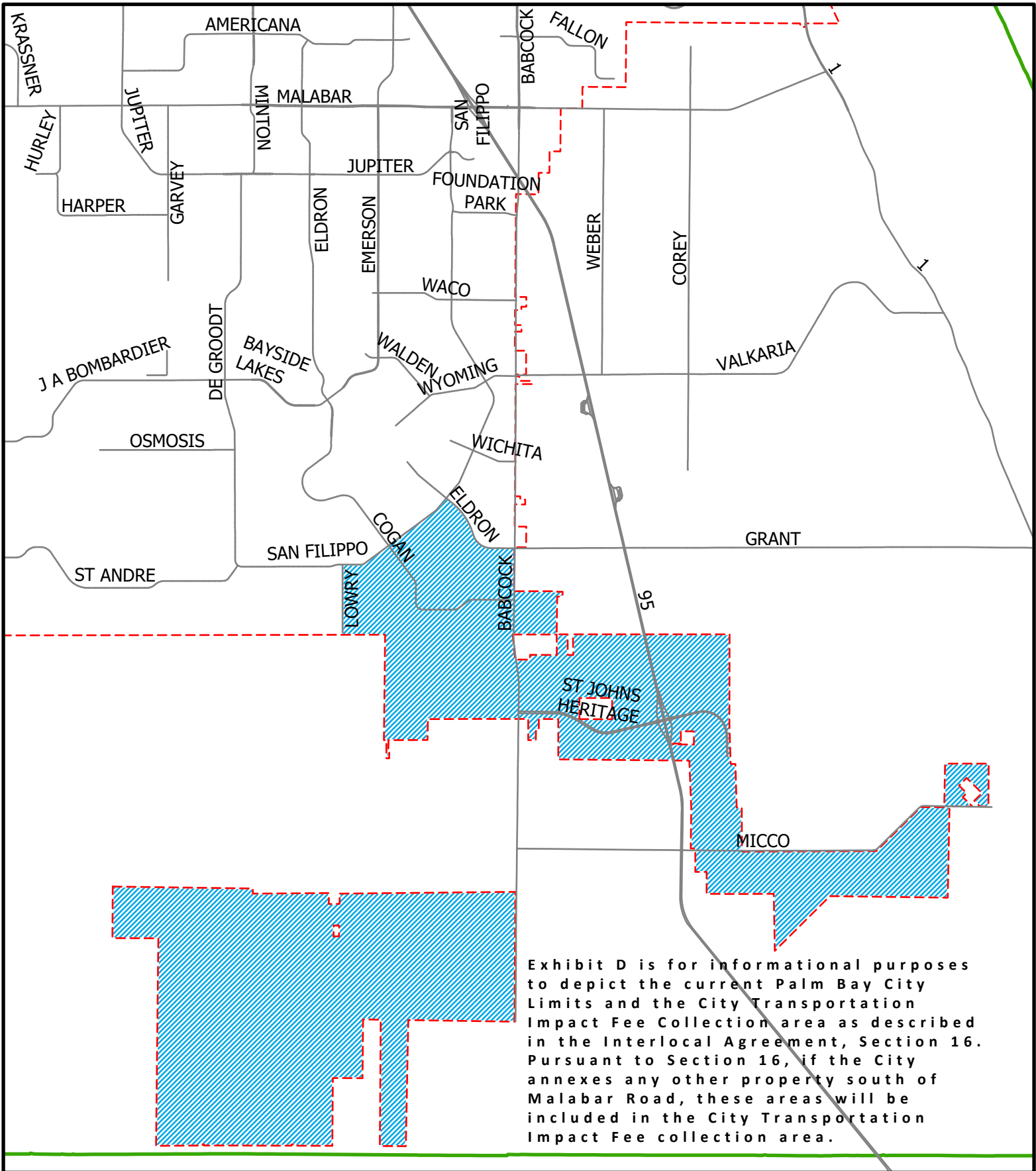
CITY OF PALM BAY
PUBLIC WORKS DEPARTMENT
1050 MALABAR ROAD S.W.
PALM BAY, FLORIDA 32907
(321) 953-8996

ST. JOHNS HERITAGE PARKWAY
AT BABCOCK STREET
INTERSECTION IMPROVEMENTS
PHASE 3 - FOUR LANE SECTION WITH MAST ARM SIGNAL

DATE MAR 2019
SCALE HORIZ: 1" = 50'
VERT: N/A

FRANK T. WATANABE P.E. NO. 66735
DATE

PROJECT NUMBER 19-29
SHEET 4 of 5



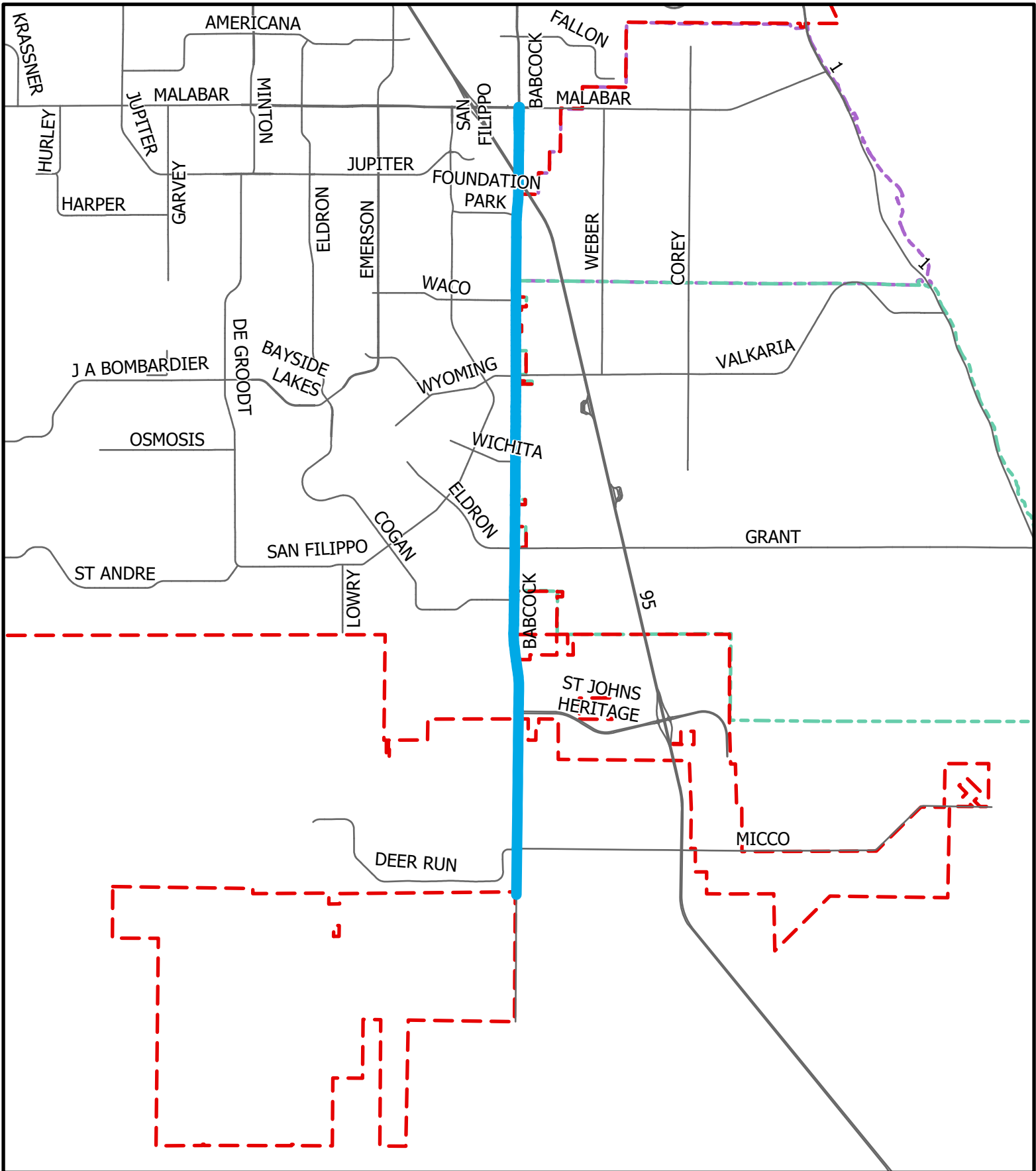


Exhibit E

From: [Denninghoff, John P](#)
To: [Scott, Jeanette](#)
Subject: FW: From the City of Palm Bay - St. Johns Heritage Parkway/Interchange Project – Interlocal Agreement
Date: Wednesday, April 15, 2020 6:57:08 PM
Attachments: [ILA_PalmBay_Babcock_20200415_Final with Exhibits.pdf](#)

Jeanette,

Please attach this email to the Board of County Commissioners Regular Meeting Agenda report for the April 21, 2020 meeting.

Thank you,

John Denninghoff
Assistant County Manager

From: Lisa Morrell <Lisa.Morrell@palmbayflorida.org>
Sent: Wednesday, April 15, 2020 6:50 PM
To: City Council <CityCouncil@palmbayflorida.org>
Cc: Suzanne Sherman <Suzanne.Sherman@palmbayflorida.org>; Patricia D. Smith <Patricia.Smith@palmbayflorida.org>; Terese Jones <Terese.Jones@palmbayflorida.org>
Subject: From the City of Palm Bay - St. Johns Heritage Parkway/Interchange Project – Interlocal Agreement

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Honorable Mayor and City Council Members,

In late February, I met with each Councilmember to discuss the efforts of past agreements and approach to continue discussions with County staff to achieve an executed agreement to permit and connect the roadway systems between City and County.

Attached to this communication is the final draft of the Interlocal Agreement following a collaborative effort between County and City Staff for the permit and connection of the St. Johns Heritage Parkway and Babcock Street for the FDOT I/95 interchange identified as exit 166.

City and County senior staff as well as corresponding engineers have met and discussed terms and goals of both the Brevard County Board of County Commissioners and Palm Bay City Council. The Interlocal Agreement represents the results of these discussions and staff representing both agencies is ready to present this for consideration; County staff is scheduling the item for the Board to consider on April 21, 2020. This Agreement sets forth parameters of the permitted connection, the phased intersection improvements and the transfer of Babcock Street segments over a defined timeframe. Future transfers are proposed to be prompted by thresholds established in the Agreement based on roadway improvements provided by the County, City development, traffic analysis, and/or future four

lane widening project. Staff is optimistic that this version, when reviewed by both governing bodies, will position the City to complete the connection to Babcock Street, open the interchange to the public for the benefit of emergency services, relieve existing traffic congestion within the corridor, and support near future development growth associated with the St. Johns Heritage Parkway and the interchange.

Thank You,

Lisa Morrell
City Manager
City of Palm Bay
120 Malabar Road, SE
Palm Bay, FL, 32907
O:321-952-3413
M:321-863-9277

CONFIDENTIALITY NOTICE:

The information contained in this e-mail is strictly confidential and prepared solely for the use of the intended recipient(s). The copyright of this communication belongs to the City of Palm Bay. If you are not the intended recipient, please do not read, use, disseminate, distribute or copy this message or attachments. If you have received this message in error, please notify the sender immediately and delete this message. Views expressed in this message are those of the individual sender, and are not necessarily the views of the City of Palm Bay City Council.

DISCLAIMER:

Before opening any attachments, please check them for viruses and defects. The sender does not accept liability for any viruses, errors or omissions in the contents of this message or attachment, which arise as a result of email transmission.

PUBLIC RECORDS NOTICE:

All e-mail sent to and received from the City of Palm Bay, including e-mail addresses and content, are subject to the provisions of the Florida Public Records Law, Florida Statute Chapter 119, and may be subject to disclosure.

Promoting a Green Palm Bay - Please consider the environment before printing this e-mail!



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Addon

J.1.

4/21/2020

Subject:

Legislative Intent and Permission to Advertise RE: Code Revisions to On-premise Consumption for Alcoholic Beverages

Fiscal Impact:

Option 1 - Reduction of \$5,148 in revenue / Option 2 - Reduction of \$2,288 in revenue

Dept/Office:

Planning and Development

Requested Action:

Staff requests that the Board grant legislative intent and permission to advertise amendments to Article VI, Zoning Regulations, relating to the on-premise consumption of alcoholic beverages for restaurants and snack bars.

Summary Explanation and Background:

During the February 6, 2020 Board of County Commissioners (BOCC) meeting, staff was directed to develop options that streamline the approval process for On-Site Consumption of alcoholic beverages (beer and wine only) in conjunction with a restaurant. Brevard County Zoning Regulations has provisions for either a Conditional Use Permit (CUP) or an administrative approval of State issued Alcohol Beverage Licenses to allow the consumption of alcoholic beverages for restaurants.

The attached report identifies County requirements, State requirements & license types, and potential improvements for the BOCC's consideration relating to the expediting of the approval process. Amending the code to allow administrative approval of on-site consumption of alcoholic beverages would result: in reducing the approval process by 60 days for applicants, saving applicants \$572.00, reducing staff time by approximately 75%, and reducing the number of CUP public hearings between 66% and 30%.

Option 1. Amend the Code to allow staff to provide an Administrative Approval process for on-site consumption of alcohol beverages with restaurants, without the need for a CUP, regardless of number of seats and the relation to a shopping center, and stipulate conditional use for cocktail lounge/bars as defined in the Code.

Option 2. Amend the Code to allow staff to provide and Administrative process for on-site consumption of beer and wine only, with restaurants, without the need for a CUP, regardless of relation to a shopping center, and stipulate conditional use for cocktail lounge/bars as defined in the Code.

Option 3. Provide alternative direction.

718

Clerk to the Board Instructions:



Staff Report

BOARD OF COUNTY COMMISSIONERS

SUBJECT: Alcoholic Beverages for on-premise consumption requiring a Conditional Use Permit (CUP)

DATE: April 15, 2020

AUTHORS: Planning and Development Department

Introduction:

During the February 6, 2020 Board of County Commissioners (BOCC) meeting, staff was directed to develop options that streamline the approval process for On-Site Consumption of alcoholic beverages (beer and wine only) in conjunction with a restaurant. Brevard County Zoning Regulations has provisions for either a Conditional Use Permit or an administrative approval of a State issued Alcohol Beverage License to allow the consumption of alcoholic beverages for restaurants. Since, the County Code does not differentiate between “beer & wine” and “full liquor”, as do the State issued Alcohol Beverage License, this report provides an evaluation of expediting the approval process for either.

County Requirements:

The Zoning Regulations allow restaurants in all of the commercial, tourist commercial, and industrial zoning classifications. However, the approval process (CUP or administrative) of consumption of alcoholic beverages is dependent on the zoning classification, number of restaurant seats, and whether the establishment in a shopping center. It should be noted that bars or cocktail lounges require Conditional Uses, Section 62-1906, in the BU-1, BU-2, TU-1, and TU-2 zoning classifications and not taken into consideration as part of this report.

- BU-1-A zoning classification, encompasses lands devoted to limited retail shopping and personal services to serve the needs of nearby low-density residential neighborhoods. Snack Bars/Restaurants are permitted with conditions in BU-1-A as outlined in Section 62-1842 Brevard County Code (BCC) regarding compliance with parking standards and a maximum limit of 49 seats, however, this code section requires a CUP for on-premise sale and consumption as an accessory to a snack bar or restaurant.
- BU-1, BU-2, TU-1 and TU-2 zoning classifications allow more intense commercial uses and restaurants are a permitted use. All of these zoning classifications require a CUP for on-premise consumption of alcoholic beverages, except in restaurants with more than 50 seats, when



BOARD OF COUNTY COMMISSIONERS

Staff Report

located in shopping centers, according to Brevard County Code Section 62-1906 (4). Shopping center is defined as a community commercial shopping center in a BU-1 or BU-2 zoning classification, having at least 21,800 square feet of floor area, an anchor retail tenant, and space primarily for other retail users.

- PBP, Planned Business Park, PIP, Planned Industrial Park, IU, light Industrial, and IU-1, Heavy Industrial zoning classification allow all uses permitted in the BU-1 and BU-2 classification.

Notwithstanding the aforementioned, all restaurants serving alcohol, regardless of zoning classification, with 50 seats, or less, must meet a minimum distance requirement from churches or schools. This stipulation does not apply to restaurants with more than 50 seats located in shopping centers.

In addition to the location and size requirements above, the code recognizes the potential off-site impacts to the surrounding area when granting approval for on-site consumption of alcoholic beverages. A CUP application requires an applicant to meet general standards of 62-1901 and specific standards of Section 62-1906, to which the Board may prescribe appropriate specific conditions to reduce the impact of the proposed use on adjacent and nearby properties or neighborhoods, relating to:

- Access
- Traffic
- Noise
- Screening or buffering
- Signage and lighting
- Hours of operation

A CUP application process is typically a minimum 90 days from submittal through public hearing. This process requires approximately 16 hours of staff time. The cost to the applicant is \$849, of which, \$160 is advertising cost. Between 2014 and 2019 the Board considered a total of 74 CUPs for various applications. Of those, 22 were for beer and wine only, and 28 were for full liquor. None of the CUPs for alcohol were denied, however one was withdrawn. In addition, approximately nine alcoholic beverage licenses for beer and wine were administratively approved in that time frame which did not require a CUP.



BOARD OF COUNTY COMMISSIONERS

Staff Report

State Requirements and License Types:

The State requires the applicants to obtain local government zoning approval prior to issuing a one of three license types. The three main license types issued by the Florida Division of Alcoholic Beverages and Tobacco (ABT) associated with a restaurant are as follows:

- 2-COP (Consumption On-Premise) which allows beer and wine only.
- 4-COP (Consumption On-Premise) which allows beer, wine and liquor.
- SFS (Special Food Service) allows beer, wine and liquor. Establishment must have at least 2,500 square feet of service area, be equipped to serve 150 persons at one time, and derive at least 51% of gross food and non-alcoholic beverages. No package sales are allowed.

Potential Improvements:

While examining the process under Board direction, staff discovered a number of potential improvement areas to reduce processing time and cost to applicant. The proposed Code changes could potentially affect restaurants serving only beer and wine, or could include restaurants with full liquor. Staff has not included changes to the CUP requirement for cocktail lounges and bars. Options include:

Option 1. Amend the Code to allow staff to provide an Administrative Approval process for on-site consumption of alcohol beverages with restaurants, without the need for a CUP, regardless of number of seats and the relation to a shopping center, and stipulate conditional use for cocktail lounge/bars as defined in the Code.

This amendment would result in approximately 66% fewer applications requiring BOCC public hearings.

- Application fee for Administrative Approvals is currently \$277.00. The fee for a Conditional Use Permit is \$849. This change would result in a cost savings of \$572.00 to the applicant.
- Administrative Approvals are processed in less than 30 days and would not require advertising for public hearings. This results in a processing time savings of 60 days for the applicant and reduce staff time by approximately 75%.

Staff would make the final determination, however, the ability of staff to impose additional or special operational requirements would be limited. There would be no public input prior to granting the Administrative Approval. Problematic establishments with Administrative Approvals,



BOARD OF COUNTY COMMISSIONERS

Staff Report

not corrected through Code Enforcement, could be reviewed by the Board for modification or revocation of the Administrative Approval.

Option 2. Amend the Code to allow staff to provide and Administrative process for on-site consumption of beer and wine only, with restaurants, without the need for a CUP, regardless of relation to a shopping center, and stipulate conditional use for cocktail lounge/bars as defined in the Code.

This amendment would result in approximately 30% fewer applications requiring BOCC public hearings.

- BU-1-A zoning classification where snack bars and restaurants are permitted with conditions, revise Section 62-1842 to allow on premise sale and consumption of beer and wine, and,
- BU-1 BU-2, TU-1 and TU-2 zoning classifications, restaurants are a permitted use, revise to allow on premise consumption of beer and wine as a permitted use.
- Revise Section 62-1906(4) to delete the requirement that a restaurant be located in a shopping center to be exempt from a CUP.

These proposed Code changes would not require specific documentation related to the sale and consumption of beer and wine, unless stated in the code, other than the typical requirements of the snack bars or restaurants.

Option 3. Provide alternative direction.

Additional considerations:

These options and changes to the Code would only affect the County requirements for the on-premise sale and consumption of alcohol associated with restaurants. Zoning approval of the State issued ABT license would still be required, and the County would sign off on the license if allowed in the zoning classification, meeting the applicable requirements.

Attachments:

Brevard County Code Sec., #62-1102, Definitions and rules of construction.

Brevard County Code Sec., #62-1842, Snack bars and restaurants.

Brevard County Code Sec., #62-1906, Alcoholic beverages for on-premises consumption.

Brevard County Code Sections Related to Alcohol Requirements

Sec. 62-1102. Definitions and rules of construction.

For the purpose of this article, the following terms shall have the meaning set forth in this section. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular, and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory.

Bar and cocktail lounge mean any place in the business of selling and dispensing alcoholic beverages of any type, or any place where any sign is exhibited or displayed indicating that alcoholic beverages are obtainable within or thereon, and where such beverages are consumed on the premises.

Sec. 62-1842. Snack bars and restaurants.

Snack bars and restaurants must comply with the applicable parking requirements, and the establishment shall not have more than 49 seats. All snack bars and restaurants with up to 30 seats as of July 30, 1998, wishing to expand up to 49 seats shall comply with all applicable development regulations.

(Code 1979, § 14-20.16.1(12); Ord. No. 98-46, § 1, 8-27-98)

Sec. 62-1906. Alcoholic beverages for on-premises consumption.

The sale of or serving of alcoholic beverages on the premises shall only be permitted in accordance with the following conditions:

- (1)
 - a. *A bar or cocktail lounge may be a conditional use in a general retail zoning classification (BU-1), a retail warehousing and wholesale business zoning classification (BU-2), a general tourist commercial zoning classification (TU-1) and a transient tourist zoning classification (TU-2). Such conditional use shall be considered in the same manner and according to the same standards of review as specified in this division.*
 - b. *A bar or cocktail lounge is prohibited within the restricted neighborhood commercial zoning classification, BU-1-A. The on-premises sale or serving of alcoholic beverages in BU-1-A may be a conditional use as accessory to a snack bar and restaurant pursuant to section 62-1842. Such conditional use shall be considered in the same manner and according to the same standards of review as specified in this division.*
 - (2) *The on-premises sale or serving of alcoholic beverages may be a conditional use as an accessory use to civic, philanthropic or fraternal organizations, lodges, fraternities and sororities, or marinas, golf courses, stadiums or other similar recreational uses, in those zoning classifications in which such uses are permitted. Such conditional use shall be considered in the same manner and according to the same standards of review as specified in section 62-1151. The conditional use shall be granted only as an accessory use to the primary use requested. Bottle clubs shall be considered commercial uses subject to the requirements of this section.*

- (3) *Except for restaurants with more than 50 seats, no alcoholic beverages shall be sold or served for consumption on the premises from any building that is within 300 feet from the lot line of a school or church if the use of the property as a school or church was established prior to the commencement of the sale of such alcoholic beverages. For the purposes of this subsection, a school shall include only grades kindergarten through 12. For the purpose of establishing the distance between the proposed alcoholic beverage use and churches and schools, a certified survey shall be furnished from a registered engineer or surveyor. Such survey shall indicate the distance between the front door of the proposed place of business and all property lines of any church or school within 400 feet. Each survey shall indicate all such distances and routes.*
- (4) *For restaurants with more than 50 seats located in shopping centers, no conditional use permit is required for on-premise consumption of alcoholic beverages.*
- (5) *Imposition of additional operational requirements. When deemed appropriate, as based upon circumstances revealed through the general and specific standards of review set forth in this division, the Board shall have the option of imposing operational requirements upon an establishment approved for a conditional use for on-premises consumption of alcoholic beverages. Requirements may include, but are not limited to, the following: maximum number of patrons; hours of operation; limitations upon outdoor seating and service of alcoholic beverages; limitations upon outside music and/or public address systems; additional buffering requirements; additional parking requirements; internal floor plan arrangement; or other specific restrictions based upon special neighborhood considerations. Additional requirements shall not exceed the limits of regulatory authority granted to local governments in the State Beverage Law, F.S. § 562.45.*
- (6) *Expansion of conditional use permit. The square footage area or location of premises designated for a conditional use permit for on-premises consumption of alcoholic beverages shall not be expanded beyond that approved by the conditional use permit without filing a new application for a conditional use permit in accordance with the requirements contained in this section and section 62-1901 and having same approved by the board of county commissioners. "Expansion," as used herein, shall include the enlargement of space for such use and uses incidental thereto as well as the extension of a beer and/or wine use to include intoxicating liquor. The new application must cover both the existing approved designated area as well as the proposed expanded area. All areas approved shall be regulated under the same business license and shall be subject to uniform rules and regulations.*

(Code 1979, § 14-20.16.2(B)(5); Ord. No. 93-24, § 1, 11-10-93; Ord. No. 2002-63, § 1, 12-17-02; Ord. No. 04-29, § 39, 8-5-04; Ord. No. 06-54, § 2, 10-5-06)



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Addon

J.2.

4/21/2020

Subject:

Brevard County Fire Rescue - Public Health and Social Services Emergency Fund Grant

Fiscal Impact:

+ \$462.474.10

Dept/Office:

Fire Rescue Department

Requested Action:

Request approval to accept the Department of Health and Human Services' (HHS) Public Health and Social Services Emergency Fund grant in the amount of \$462,474.10. Request authority for the County Manager or designee Fire Chief Mark Schollmeyer (Medicare account administrator) to sign the HHS attestation documents, subject to County Attorney review of the HHS terms and conditions. Request authority for the Chair to sign any required contract amendments to implement Brevard County Fire Rescue's obligations under the grant.

Summary Explanation and Background:

On April 10, 2020, the Department of Health and Human Services (HHS) provided Brevard County Fire Rescue (the Recipient) with a Public Health and Social Services Emergency Fund grant of \$462,474.10 to cover certain COVID-19 public health emergency costs. This was an automatic transfer to Fire Rescue because Brevard County Fire Rescue is a Medicare healthcare provider who diagnoses, tests or cares for individuals with possible or actual cases of COVID-19. The HHS provided an email following the transfer of funds that requires Brevard County Fire Rescue to agree to certain terms and conditions on the use of the funds within thirty (30) days.

Under the terms of agreement, the funds may only be utilized "to prevent, prepare for, and respond to coronavirus, and shall reimburse the Recipient only for healthcare related expenses or lost revenues that are attributable to coronavirus."

Additionally, "for all care for a possible or actual case of COVID-19, Recipient certifies that it will not collect from the patient out-of-pocket expenses in an amount greater than what the patient would have otherwise been required to pay if their care had been provided by an in-network Recipient."

726

Fire Rescue is required to submit quarterly reports to the Secretary of the Department of Health and Human Services detailing all projects and activities for which the funds were expended; and to maintain auditable records on the use of funds.

The full terms of agreement shall be reviewed by the County Attorney's Office prior to signing the attestation and accepting the relief funds. In order to implement the attestation and grant terms, some Fire Rescue contracts may require contract amendments, which is being worked in coordination with CAO.

Clerk to the Board Instructions: