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| Meeting Date |
| 04/28/15 |



| AGENDA | |
|----------|----------------|
| Section | PUBLIC HEARING |
| Item No. | IV.F |

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

| | |
|--------------|---|
| SUBJECT: | PUBLIC HEARING AND APPROVALS RE: SECTION 108 LOAN GRANTEE APPLICATIONS AND RESOLUTIONS FOR NEW HEALTH DEPARTMENT FACILITY AND WEST CANAVERAL GROVES WATERLINE PROJECT |
| DEPT/OFFICE: | HOUSING AND HUMAN SERVICES DEPARTMENT |

Requested Action:

It is requested that the Board of County Commissioners (BOCC) conduct a public hearing, as required by the U.S. Department of Housing and Urban Development (HUD), for the purpose of receiving public comment regarding the submittal of Section 108 Loan Guarantee applications for the Brevard County Health Department Building Replacement and the West Canaveral Groves Waterline Project; approve the Resolutions setting aside funds equal to one year's debt service for each application and committing the General Fund as the payer of last resort; approve the submittal of both loan applications and authorize the County Manager to sign required agreements (including a sublease with the State of Florida Department of Health), approve required actions, and to execute necessary documents for finalizing and accepting awards upon the approval of the County Attorney and Risk Management.

Summary Explanation & Background:

The Board of County Commissioners has taken a series of action regarding the attached Section 108 Loan Guarantee applications, including approvals on July 23, 2014 and August 26, 2014. The Consolidated Plan and Annual Action Plan were amended after a public hearing on March 3, 2015 to include the projects. Section 570.704 of the Code of Federal Regulations requires an additional public hearing and approval prior to final submittal of the Section 108 Loan applications to HUD.

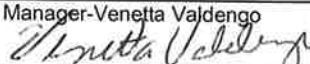

On March 26, 2015, an ad was placed in Florida Today Newspaper soliciting public review and comments on the Section 108 Loan Applications and advertising a Public Hearing scheduled for April 28, 2015. The application for the Health Department is requesting \$1,600,000 in Section 108 Loan Guarantee funds as a contribution to a new 12,850 square foot medical health facility to replace an inadequate existing Melbourne Clinic to be constructed at 601 E. University Street, Melbourne, Florida. The Health Department is also contributing \$1,600,000 to the project through a State of Florida appropriation earmarked for the project. The application for the West Canaveral Groves project is requesting \$1,648,051 in Section 108 Loan Guarantee funds for the construction of a new waterline and fire hydrants in the West Canaveral Groves Neighborhood Strategy Area where no water service currently exist.

Brevard County's future Community Development Block Grant (CDBG) funds will be used for the repayment of the loan, with general revenue as the payer of last resort. Additionally, new HUD regulations require that jurisdictions applying for Section 108 Loan Guarantees set aside a reserve equal to one year's debt service for Section 108 payments.

(Continued on next page)

Clerk to the Board instruction: None

Exhibits Attached: (1) Health Department Section 108 Loan Guarantee application & Resolution, (2) West Canaveral Groves Section 108 Loan Guarantee application & Resolution, and (3) Florida Today Advertisement of Public Hearing.

| | | | | | | | |
|-----------------------------------|---|--|-------------------------------------|----|--------------------------|----|-------------------------------------|
| Resolutions (If attached): | Reviewed by County Attorney | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | PR | <input checked="" type="checkbox"/> |
| County Manager | Assistant County Manager-Mel Scott | Department Director / Extension: Ian Golden - 52076 | | | | | |
| Stockton Whitten | Assistant County Manager-Venetta Valdengo |   | | | | | |

Fiscal Impact: FY 14/15 – General Funds equal to one year’s debt service (approximately \$200,000) will be set aside in a Debt Reserve account as a reserve fund for the Section 108 Guarantee Loan awards. CDBG funds will be utilized for repayment. If CDBG funds are insufficient to pay principal and interest due on the notes, General Funds will be used as payer of last resort.

FY 15/16 – CDBG funds will be utilized for repayment. If CDBG funds are insufficient to pay principal and interest due on the notes, General Funds will be used as payer of last resort.

Contact: Ian Golden, Director (633-2007)



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

April 29, 2015

M E M O R A N D U M

TO: Ian Golden, Housing and Human Services Director

RE: Item IV.F., Resolution Authorizing Section 108 Guarantee Application to the United States Department of Housing and Urban Development

The Board of County Commissioners, in regular session on April 28, 2015, adopted Resolution Nos. 15-052 and 15-052a, setting aside funds equal to one year's debt service for each application and committing the General Fund as the payer of last resort; conducted a public hearing, as required by the U.S. Department of Housing and Urban Development (HUD), for the purpose of receiving public comment regarding the submittal of Section 108 Loan Guarantee applications for the Brevard County Health Department Building Replacement and the West Canaveral Groves Waterline Project; approved the submittal of both loan applications; authorized the County Manager to sign required agreements (including a sublease with the State of Florida Department of Health); approved required actions; and approved executing necessary documents for finalizing and accepting awards upon the approval of the County Attorney and Risk Management. Enclosed is the original Resolution.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

Encl. (1)

BREVARD COUNTY RESOLUTION NO. 15-052

**AUTHORIZING SUBMISSION OF A
SECTION 108 LOAN GUARANTEE APPLICATION
TO THE UNITED STATES DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT**

WHEREAS, the Brevard County has determined that a high priority exists to replace the existing Melbourne Medical Health Facility and that the proposed action meets this priorities; and

WHEREAS, the proposed project is included in the County's adopted One Year Action Plan of the Consolidated Plan: and

WHEREAS, the Section 108 Loan Guarantee program, implemented by the United States Department of Housing and Urban Development (HUD), is designed to provide funds to assist with these types of projects; and

WHEREAS, under the Section 108 Loan Guarantee program, the County can borrow up to five years worth of its annual Community Development Block Grant allocation, and can take up to twenty years to repay the principal and interest; and

WHEREAS, the County is requesting a total of up to \$1,600,000 in Section 108 Loan Guarantee funds to match a similar amount committed by the State; and

WHEREAS, the County Manager is authorized to submit the Section 108 Loan Guarantee application and amendments thereto and all understandings and assurances contained therein, to execute the Section 108 Loan document and to act in connection with the application to provide such additional information as may be required.

NOW, THEREFORE, THE COUNTY COMMISSION OF BREVARD COUNTY DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. In accordance with Section 108 of the Housing and community Development Act of 1974, as amended, (the Act) and with 24 CFR 570.704(b) the County certifies that:

(a) The County posses the legal authority to submit for assistance under 24 CFR Part 570, subpart M and to use the guaranteed loan funds in accordance with the requirements of Subpart M.

(b) The County's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the public entity to submit the application and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the public entity to act in connection with the application to provide such additional information as may be required.

SECTION 2. Before submission of its application to HUD the County has:

(a) Furnished citizens with information required by Section 570.704(a) (2)(i) of Title 1 of the Housing and Community Development Act of 1974, as amended;

(b) Held a public hearing, on March 3, 2015 and April 28, 2015, to obtain the views of citizens on community development and housing needs;

(c) Prepared its application in accordance with Section 570.704(a)(1)(iv) and made the application available to the public.

SECTION 3. The County has followed a detailed citizen participation plan that meets the requirements described in Section 570.704(a)(2).

SECTION 4. The County will affirmatively further fair housing, and the guaranteed loan funds will be administered in compliance with:

(a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. 2000d et seq.); and

(b) The Fair Housing Act (42 U.S.C. 3601-20).

SECTION 5. In the aggregate, at least 70 percent of all CDBG funds, as defined in Section 570.200(a)(3), to be expanded during the one, two, or three consecutive years specified by the County for its CDBG program on activities which benefit low/moderate income persons, as described in criteria in Section 570.208(a) of the.

SECTION 6. The County will comply with the requirements governing displacement, relocation, real property acquisition, and the replacement of low and moderate income housing described in Section 570.606.

SECTION 7. The County will comply with the requirements of 570.200 (c)(2) (if applicable) with regard to the use of special assessments to cover the capital costs activities assisted with guaranteed loan funds.

SECTION 8. The County will comply with other provisions of the Act and with other applicable laws.

SECTION 9. The County Certifies regarding debarment, suspension, and other responsibility as follows:

(a) The prospective recipients of the Section 108 Loan Guarantee funds and all of their contractors will certify to the best of their knowledge and belief, that they:

1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2). Have not within a three year period preceding approval of their application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3). Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)2 of this certification; and

4). Have not within a three year period preceding approval of their application, had one or more public transactions (Federal, State or local) terminated for cause or default.

SECTION 10. The County hereby assures and certifies with respect to its application for a loan guarantee pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended, that it has made efforts to obtain financing for the activities described herein without the use of such guarantee, that it will maintain documentation of such efforts for the term of the loan guarantee, and that it cannot complete such financing consistent with the timely execution of the program plans without such guarantee.

SECTION 11. The County hereby certifies to the best of its knowledge and belief, the following:

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

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

(c) It will require that the language of paragraph (a) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

SECTION 12. Continue to maintain a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about the following:

- 1). The dangers of drug abuse in the workplace;
- 2). The grantee's policy of maintaining a drug-free workplace;

3). Any available drug counseling, rehabilitation, and employee assistance programs;
and

4). The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee engaged in grant activity be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

1). Abide by the terms of the statement; and

2). Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)2, with respect to any employee who is so convicted:

1). Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, and any other applicable federal and state laws; and

2). In appropriate circumstances, require an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency.

SECTION 13. County Limited Obligation to Repay the Section 108 Loan

(a) The Note to be executed upon approval of the Section 108 Loan constitutes a limited obligation of the County, payable from Community Development Block Grant funds which are hereby pledged by the Borrower pursuant to 24 CFR 570.705(b)(2) to the payment of the Note. To the extent such Community Development Block Grant funds are insufficient to pay the principal and interest due on the Note in any fiscal year, the County covenants that it will budget and appropriate from any legally available funds in such fiscal year for the payment of any deficiency.

(b) As security for the Note, the County covenants that it will budget, appropriate, and set aside in its general fund reserves an amount equal to one year's debt service on the Section 108 loan. There shall be no other requirements as long as the County maintains a rating in the AA category by either Fitch or S&P rating agencies. If the County's rating drops below the AA category by both rating agencies, then the County shall establish a new Reserve Fund with a third party Bank and Trust company and transfer the funds from the general fund reserves to the third party Bank and Trust company. Instead

of cash funding the reserve with a third party trustee, the County may also satisfy this requirement by purchasing a surety bond or a standby letter of credit. All investment earnings in the reserve fund held with the County shall be credited to the County's General Fund.

(c) The County agrees that the covenants and obligations in this resolution, including the obligation to budget and appropriate the Reserves, to the extent legally available, shall be enforceable in mandamus against the County and its officials that must act to carry out such covenants and obligations.

SECTION 14. This Resolution shall be effective immediately upon its adoption.


I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Brevard County Board of County Commissioners in a regular meeting on the 28th day of April, 2015,

ATTEST:



A handwritten signature in blue ink, appearing to read 'Scott Ellis', written over a horizontal line.

Scott Ellis, Clerk



A handwritten signature in blue ink, appearing to read 'Robin Fisher', written over a horizontal line.

Robin Fisher, Chairman
Brevard County Commissioners
As approved by Brevard County Commission
4/28/2015

BREVARD COUNTY RESOLUTION NO. 15-052A

**AUTHORIZING SUBMISSION OF A
SECTION 108 LOAN GUARANTEE APPLICATION
TO THE UNITED STATES DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT**

WHEREAS, the Brevard County has determined that a high priority exists to construct water lines to areas not currently serviced and the construction of the West Canaveral Groves project meets this priorities; and

WHEREAS, the proposed project is included in the County's adopted One Year Action Plan of the Consolidated Plan; and

WHEREAS, the Section 108 Loan Guarantee program, implemented by the United States Department of Housing and Urban Development (HUD), is designed to provide funds to assist with these types of projects; and

WHEREAS, under the Section 108 Loan Guarantee program, the County can borrow up to five years worth of its annual Community Development Block Grant allocation, and can take up to twenty years to repay the principal and interest; and

WHEREAS, the County is requesting a total of up to \$1,648,051 in Section 108 Loan Guarantee funds to construct approximately 20,000 lineal feet (nearly 3.8 miles) of water line in Satellite Boulevard; and

WHEREAS, the County Manager is authorized to submit the Section 108 Loan Guarantee application and amendments thereto and all understandings and assurances contained therein, to execute the Section 108 Loan document and to act in connection with the application to provide such additional information as may be required.

NOW, THEREFORE, THE COUNTY COMMISSION OF BREVARD COUNTY DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. In accordance with Section 108 of the Housing and community Development Act of 1974, as amended, (the Act) and with 24 CFR 570.704(b) the County certifies that:

(a) The County posses the legal authority to submit for assistance under 24 CFR Part 570, subpart M and to use the guaranteed loan funds in accordance with the requirements of Subpart M.

(b) The County's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the public entity to submit the application and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the public entity to act in connection with the application to provide such additional information as may be required.

SECTION 2. Before submission of its application to HUD the County has:

(a) Furnished citizens with information required by Section 570.704(a) (2)(i) of Title 1 of the Housing and Community Development Act of 1974, as amended;

(b) Held a public hearing, on March 3, 2015 and April 28, 2015, to obtain the views of citizens on community development and housing needs;

(c) Prepared its application in accordance with Section 570.704(a)(1)(iv) and made the application available to the public.

SECTION 3. The County has followed a detailed citizen participation plan that meets the requirements described in Section 570.704(a)(2).

SECTION 4. The County will affirmatively further fair housing, and the guaranteed loan funds will be administered in compliance with:

(a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. 2000d et seq.); and

(b) The Fair Housing Act (42 U.S.C. 3601-20);

SECTION 5. In the aggregate, at least 70 percent of all CDBG funds, as defined in Section 570.200(a)(3), to be expanded during the one, two, or three consecutive years specified by the County for its CDBG program on activities which benefit low/moderate income persons, as described in criteria in Section 570.208(a) of the.

SECTION 6. The County will comply with the requirements governing displacement, relocation, real property acquisition, and the replacement of low and moderate income housing described in Section 570.606.

SECTION 7. The County will comply with the requirements of 570.200 (c)(2) (if applicable) with regard to the use of special assessments to cover the capital costs activities assisted with guaranteed loan funds.

SECTION 8. The County will comply with other provisions of the Act and with other applicable laws.

SECTION 9. The County Certifies regarding debarment, suspension, and other responsibility as follows:

(a) The prospective recipients of the Section 108 Loan Guarantee funds and all of their contractors will certify to the best of their knowledge and belief, that they:

1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2). Have not within a three year period preceding approval of their application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3). Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)2 of this certification; and

4). Have not within a three year period preceding approval of their application, had one or more public transactions (Federal, State or local) terminated for cause or default.

SECTION 10. The County hereby assures and certifies with respect to its application for a loan guarantee pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended, that it has made efforts to obtain financing for the activities described herein without the use of such guarantee, that it will maintain documentation of such efforts for the term of the loan guarantee, and that it cannot complete such financing consistent with the timely execution of the program plans without such guarantee.

SECTION 11. The County hereby certifies to the best of its knowledge and belief, the following:

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

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

(c) It will require that the language of paragraph (a) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

SECTION 12. Continue to maintain a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about the following:

- 1). The dangers of drug abuse in the workplace;
- 2). The grantee's policy of maintaining a drug-free workplace;

3). Any available drug counseling, rehabilitation, and employee assistance programs;
and

4). The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee engaged in grant activity be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

1). Abide by the terms of the statement; and

2). Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)2, with respect to any employee who is so convicted:

1). Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, and any other applicable federal and state laws; and

2). In appropriate circumstances, require an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency.

SECTION 13. County Limited Obligation to Repay the Section 108 Loan

(a) The Note to be executed upon approval of the Section 108 Loan constitutes a limited obligation of the County, payable from Community Development Block Grant funds which are hereby pledged by the Borrower pursuant to 24 CFR 570.705(b)(2) to the payment of the Note. To the extent such Community Development Block Grant funds are insufficient to pay the principal and interest due on the Note in any fiscal year, the County covenants that it will budget and appropriate from any legally available funds in such fiscal year for the payment of any deficiency.

(b) As security for the Note, the County covenants that it will budget, appropriate, and set aside in its general fund reserves an amount equal to one year's debt service on the Section 108 loan. There shall be no other requirements as long as the County maintains a rating in the AA category by either Fitch or S&P rating agencies. If the County's rating drops below the AA category by both rating agencies, then the County shall establish a new Reserve Fund with a third party Bank and Trust company and transfer the funds from the general fund reserves to the third party Bank and Trust company. Instead

of cash funding the reserve with a third party trustee, the County may also satisfy this requirement by purchasing a surety bond or a standby letter of credit. All investment earnings in the reserve fund held with the County shall be credited to the County's General Fund.


(c) The County agrees that the covenants and obligations in this resolution, including the obligation to budget and appropriate the Reserves, to the extent legally available, shall be enforceable in mandamus against the County and its officials that must act to carry out such covenants and obligations.

SECTION 14. This Resolution shall be effective immediately upon its adoption.

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Brevard County Board of County Commissioners in a regular meeting on the 28th day of April, 2015,

ATTEST:



Scott Ellis, Clerk

Robin Fisher, Chairman
Brevard County Commissioners
As approved by Brevard County Commission
4/28/2015

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board:

| | |
|---|--|
| 1. Contractor: Department of Housing & Urban Development | |
| 2. Fund/Account #: 1470-303051 | 3. Division Name: Housing and Human Services |
| 4. Contract Description: Resolutions required by HUD to Submit Section 108 Loan Guarantee Applications to HUD for Health Department & West Canaveral Groves Waterline Projects | |
| 5. Contract Monitor: Chenita Joiner | 6. Mail Stop #: 82 |
| 7. Dept./Office Director: Ian Golden, Director Housing & Human Services Department | 8. Class Code: ZSER |
| 9. ACTION DATE: ASAP | 10. ACTION REQUIREMENT: To County Attorney and Risk Management for review and approval. |

SECTION II

The following departments must approve all contracts submitted to the Board:

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u> | | <u>INITIALS</u> | <u>DATE</u> |
|----------------------|-----------------|-----------|-----------------|-------------|
| | <u>Yes</u> | <u>No</u> | | |
| User Agency | ✓ | _____ | CQ | 3/31/15 |
| Risk Management | _____ | _____ | _____ | _____ |
| County Attorney | ✓ | _____ | CA | 4/2/15 |

Click on "JOBS"
Powered By CareerBuilder!

AD#351208,03/26/2015

The Brevard County Board of County Commissioners is soliciting bids and proposals for a variety of goods and services; such as, construction, equipment, and architectural/engineering services. Current bidding information is posted in various County facilities and can also be obtained from our website at www.brevardcounty.us/purchasing. The following are the bids/proposals published this week:

B-3-15-68 County Service Complex-Titusville Mod 4 Demolition - Specifications are available @ Facilities Management, 2725 Judge Fran Jamieson Way Bldg A, 2nd floor, Viera FL 32940 (321) 633-2050. A \$10 NON-FUNDABLE fee per cd is required. Pre-bid/walk thru is scheduled 04/02/15 @ 1:00 pm on site, 700 South Park Ave, Titusville, FL meeting in front of the modular. Opening is scheduled 04/16/15 @ 2:00 p.m.

P-3-15-14 Bond Counsel for the County of Brevard, FL Specifications are available @ Purchasing Services, 2725 Judge Fran Jamieson Way Bldg C #303, Viera FL 32940 (321) 617-7390. Opening I schedule 04/29/15 @ 3:00 p.m.

Lane, north of St Lucie Lane and East of Atlantic Avenue. The public hearing will be held on April 6, 2015, at 5:30 pm (or as soon thereafter as is reasonably convenient to the Planning Board). The above mentioned case will also be heard as a public hearing by the City of Cocoa Beach City Commission at their regular meeting on April 16, 2015 at 7:00 P.M. (or as soon thereafter as is reasonably convenient to the City Commission). Both public hearings will be held in the City Commission Chambers, Cocoa Beach City Hall, 2 South Orlando Avenue, Cocoa Beach, Florida.

A copy of the Agenda may be inspected at the City Development Services Department and can be found at

www.cityofcocoa-beach.com. Interested parties may appear at the public hearing and/or send written comments regarding the case(s) in advance to Aphi Fancon, City Planner afancon@cityofcocoa-beach.com or at (321) 868-3218. All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they 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 to be based.

AD#351105,03/26/2015

CORRECTIVE NOTICE OF PUBLIC HEARING & PUBLIC COMMENT PERIOD COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

Brevard County Housing and Human Services Department is soliciting public review and comment for two Section 108 Loan Guarantee applications in the amounts of \$1,600,000 toward the construction of a new Health Department Facility and \$1,648,051 for the installation of a waterline and fire hydrants. Copies of the Section 108 Loan Guarantee applications will be available for public review and comment March 27, 2015- April 27, 2015 online at the following web address and physical addresses:

<http://www.brevardcounty.us/HumanServices/CommunityResources/CDBG>

Brevard County Housing and Human Services Department
2725 Judge Fran Jamieson Way
Building B, Suite 106,
Viera, FL 32940

Central Brevard Library
308 Forrest Avenue
Cocoa, FL 32922

These funds will be used to replace an inadequate existing Melbourne Health Department with a new 12,850 square foot building at 601 E. University Street, Melbourne, Florida, and for the installation of a waterline and fire hydrants along Satellite Blvd in the West Canaveral Groves Neighborhood Strategy Area located west of Cocoa City limits off Highway 520. The Health Department is contributing \$1,600,000 toward the construction of the new Health Department Facility through a State of Florida appropriation earmarked for the project. Brevard County's future Community Development Block Grant (CDBG) funds will be used for the repayment of the loan, with general revenue as the payer of last resort.

Citizens are invited to make written comments on the applications no later than 5:00 PM on April 27, 2015. Written comments may be delivered to Housing and Human Services Department, 2725 Judge Fran Jamieson Way, Building B, Viera, Florida 32940, fax (321) 633-2170, or e-mail Chenita.Joiner@brevardcounty.us. Comments received after 5:00 PM on April 27, 2015 will not be addressed in the report.

A Public Hearing will be held at 9:00 AM, April 28, 2015, during the regularly scheduled board meeting of the Brevard County Board of County Commissioners at 2725 Judge Fran Jamieson Way, Building C - 1st Floor, Viera, Florida. 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 should notify Brian Breslin in the Housing and Human Services Department at (321) 633-2076 no later than 48 hours prior to the meeting.

DRAFT

BREVARD COUNTY
SECTION 108 LOAN GUARANTEE
WEST CANAVERAL GROVES WATERLINE

LOAN REQUEST

Brevard County is requesting \$1,648,051 in Section 108 Loan Guarantee funds to construct a new water line in the West Canaveral Groves area of Brevard County.

PROJECT DESCRIPTION

No water service is currently provided in the West Canaveral Grove area along a major portion of Satellite Boulevard. The initial engineering for the construction of a water line on Satellite Boulevard and a portion of Chervan Avenue was completed by Stottler Stagg & Associates and provided in a report dated December 28, 2006. A Potential Water Source Feasibility Study was conducted by the same firm and provided in a report dated January 2010. Nothing has changed in the area since the studies were conducted. The Feasibility Study includes research and analysis regarding soils, street topography, areas within the FEMA Flood Map zone, habitat, hydrology and wetlands. The Section 108 funds will be used to construct a 20,000 lineal feet (nearly 3.8 miles) 12 inch potable water line. At each end of the new line, it will be connected to existing water lines to create a full loop for the system. A location map is provided as Exhibit A and a schematic for the water line is provided as Exhibit B.

HISTORY

The existing dirt road system was the result of alterations of the St. John River floodplain. That process began in 1910 and 1914 with the construction of a road and levee system. Satellite Boulevard was one of the roads constructed. Reclamation for agricultural and channelization of the river followed. The results of these changes have been the segmentation of the continuous floodplain, loss of floodplain water storage and replacement of grass marshes by cord grass and woody species. Those woodland conditions are found in the area to be served by the new water line.

In the 1960's the subdivision of a large tract of property was undertaken along the eastern side of the St. John River Flood plain, north of State Road 520. The process involved one +/- acre parcels which were sold on a meets and bounds basis and involved approximately 2,000 +/- acres. At present, there are 180 home sites in this area which is known as West Canaveral Groves.

As the neighborhood evolved, the efforts of neighborhood leaders, in cooperation with local agencies and officials, led to the improvement and maintenance of public roads, new school bus

stops and a turnaround, stormwater drainage facilities, traffic safety improvements on Route 520 and the renovation and repair of residential structures.

The current project is the result of a series of regional planning efforts that occurred in the early part of 2004. The West Canaveral Groves residents assembled to create a neighborhood action and visioning plan for the area. Brevard County staff facilitated the community process. The objectives of the effort were to:

- Identify and prioritize key neighborhood issues, as ranked by the residents
- Focus resources by prioritizing needs and concerns
- Build consensus around the County's vision and the neighborhood plan
- Forge a stronger partnership between neighbors, the County, civic groups and the business community

A Neighborhood Action Plan, dated January 2005, was developed from the community process. The Priority Projects from the Action Plan that are being funded or partially funded in this Section 108 application are listed below along with the actions being taken on the items.

- Install public water line along Satellite Boulevard and assorted roadway corridors.
Pursue feasibility study and finalize funding sources.
Action: the Feasibility Study was completed in 2010 and the water line along Satellite Boulevard is the subject of this Section 108 application
- Identify potential project funding sources for water supply system
Action: Brevard County evaluated alternative funding sources and determined that the Section 108 Loan program was the best programs to fund the project.
- Install fire hydrants along Satellite Boulevard
Action: The fire hydrants are included in the scope of work.

All the homes in the West Canaveral Groves area are served by individual water wells and septic systems, raising concerns about contamination. The 2010 Feasibility Study addresses those concerns. The report documented the levels of contamination within the West Canaveral Groves area. Four homes exceeded the standard for arsenic, but were not located on Satellite Boulevard. An additional two homes along Satellite Boulevard exceeded the standard for lead. The interim solution, until the new water line is installed, was to have filter systems installed by the Florida Department of Environmental Protection.

The objective of constructing the waterline along Satellite Boulevard is to take the first major step to create an integrated public water supply system to the West Canaveral Groves area.

NATIONAL OBJECTIVE

The proposed project is being implemented under the CDBG national objective 570.208(a)(1)(i) - Activities benefiting low and moderate income persons – Area benefit activities.

ELIGIBLE ACTIVITY

The proposed project will be implemented under the following Section 108 eligibility category: 570.703(1) - Acquisition, construction, rehabilitation or installation of public facilities, public streets, sidewalks and other site improvements and public utilities.

PUBLIC BENEFIT STANDARD

The requirement is that at least fifty-one percent (51%) of residents within the identified area are low- and moderate-income people. Brevard County conducted a survey of the 153 households within the West Canaveral Groves area. The survey results included responses by 113 of the 153 household with 12 households declining and 28 households inaccessible. Calculating the results utilizing a HUD approved worksheet, 236 persons were determined low to moderate income and 70 above. This resulted in 77% of the respondents qualifying as low-moderate income. The report is provided as Exhibit C.

SOURCES AND USES

The full costs of \$1,648,051 to construct the new water line will be funded by the Section 108 loan funds. The cost summary is provided below.

| Description | Quantity | Unit | Unit Cost | Cost |
|--|----------|------|-----------|--------------|
| Mobilization | | | | \$ 25,000 |
| Maintenance of Traffic/Erosion Control | | | | \$ 35,000 |
| 12" PVC (C-900 DR-18) | 20,000 | LF | \$ 55 | \$ 1,100,000 |
| Connections/Testing | | | | \$ 45,000 |
| Fire Hydrants | 25 | EA | \$ 5,750 | \$ 143,750 |
| Subtotal | | | | \$ 1,348,750 |
| Contingency | | | | \$ 45,500 |
| Construction Total | | | | \$ 1,394,250 |
| Engineering Fee | | | | \$ 98,978 |
| Permitting | | | | \$ 5,000 |
| Project Delivery | | | | \$ 149,823 |
| Total | | | | \$ 1,648,051 |

ENVIRONMENTAL CLEARANCE

Brevard County has determined that the project qualifies for a Categorical Exclusion in accordance with 24 CFR 58.35. The County maintains the Environmental Review Record regarding the project.

PROJECT SCHEDULE

The detailed schedule will be developed once the Section 108 loan funds are approved. Basically the expected schedule is:

- Preparation of plans and specifications: 2 months
- Prepare bid package and put out to bid: 2 months
- Receive and approve bids: 2 months
- Construction: 12 months.

PARTICIPANT'S CAPACITY AND EXPERIENCE

Brevard County has participated in the Community Development Block Grant (CDBG) program since in 1986. For the current year, the County administers \$1,747,218 in HUD funds including \$1,146,491 in CDBG grant funds and \$600,727 in HOME funds. In addition the County received \$1,405,268 in SHIP funds for the State Fiscal Year 2014-2015. The County also received and administered \$3,849,103 in eight additional program/funding as outlined in the County's 2013-14 Consolidated Annual Performance and Evaluation Report (CAPER). The County has utilized \$3,000,000 from the HUD pre-award program to fund the Sharpes Community Center, which completed repayment in FY2012-13.

Brevard County has extensive experience with public works projects, including all the elements included in this project. A sampling of the projects over the last five years include:

| Project Name | Project Scope | Project Cost |
|-------------------------------------|--|--------------|
| Main Street Improvements | drainage, sidewalk and road improvements | \$788,021.67 |
| Wiley Road Improvements | drainage, sidewalk and road improvements | \$809,905.62 |
| Bevis Road Sanitary Sewer Extension | extending sewer line service to existing homes | \$258,086.11 |
| Houston Lane | roadway construction, sewer improvements, sidewalks and waterline installation for creation of a small subdivision | \$915,368.65 |

REPAYMENT AND SPREADSHEET

The payment of the Section 108 principal and interest will be from the County's annual CDBG funds as identified in the Annual Action Plan and Consolidated Plan. The County has decided to operate under the Interim Interest program, unless and until interest rates increase significantly. The projected Section 108 repayment schedule is provided as Exhibit D.

COLLATERAL

The additional security for the payment of the Section 108 loan is a General Fund pledge. Exhibit E is the Resolution by the County Board of Commissioners approved at the Public Hearing on April 28, 2015.

PROJECT IMPLEMENTATION

Brevard County will contract to have the final plans and specifications prepare for the water line, at which time the County will put the project out to bid to private contractors. Construction inspections and supervision will be carried out by the County. Once the water line is completed, the City of Cocoa will take responsibility for the operations and maintenance of the water line and system. The Memorandum of Understanding between Brevard County and the City of Cocoa is provided as Exhibit F.

CERTIFICATIONS AND PUBLIC PARTICIPATION

The use of Section 108 funds for the West Canaveral Groves water line was presented at a public hearing held on March 3, 2015 when the 2011-2016 Consolidated Plan and the 2014-2015 Annual Action Plan were amended to include the project. The public notice of the proposed Substantial Amendment was published in the Florida Today Newspaper on January 12, 2015. No comments on the proposed amendments were received. A second public hearing to seek formal authorization to submit the Section 108 application was held on April 28, 2015. Both public hearing notices and certification by the County Clerk as to the proper posting on the notices are provided as Exhibit G.

RELOCATION, DISPLACEMENT AND ACQUISITION COMPLIANCE

The project does not involve relocation, displacement or acquisition activities.

REQUEST FOR PREDEVELOPMENT COST REIMBURSEMENT

The County requests authorization of the payment of pre-award costs pursuant to 570.200(h).

CONTACT PERSON

Ian Golden
Department Director
Housing and Human Services
Brevard County
2525 Judge Fran Jamison Way, Building B
Viera, FL 32940
(321) 633-2007
Ian.golden@brevardcounty.us

Exhibit A – Location Map
Exhibit B – Water Line Schematic
Exhibit C – Survey Results
Exhibit D – Section 108 Repayment Schedule
Exhibit E – County Resolution Committing the Additional Security
Exhibit F – MOU with the City of Cocoa
Exhibit G – Public Hearing Documentation

EXHIBIT A

BREVARD COUNTY HOUSING & HUMAN SERVICES DEPARTMENT NEIGHBORHOOD STRATEGY AREAS

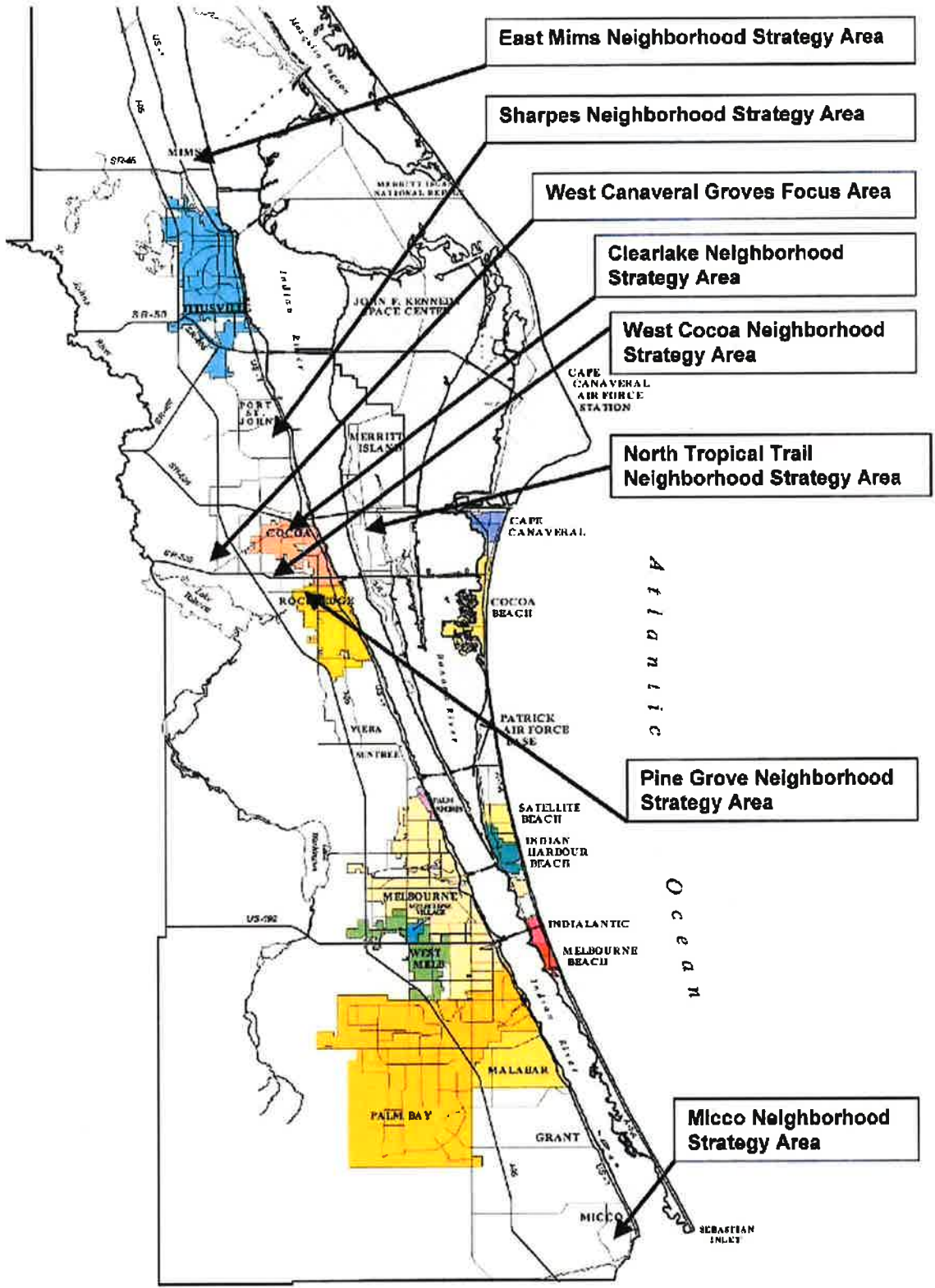


EXHIBIT B

| | | | | | | | | | | | | | |
|---|---|---|---|---|--|--|---|--|---|---|---|---|--|
|  <p>ROBERT B. BAKER ASSOCIATES, INC. PROFESSIONAL ENGINEERS 1000 W. UNIVERSITY AVENUE, SUITE 200 BOCA RATON, FLORIDA 33432 PHONE: (305) 391-1100 TELETYPE: (305) 391-1100</p> | <p>Project Name and Location SATELLITE BLVD. WATER MAIN EXTENSION</p> | <p>Sheet No. COVER SHEET</p> | <p>Drawn by Checked by Date</p> | <p>Scale 1" = 40'</p> | <p>City of Boca Raton Department of Public Works</p> | <p>Project Number 04-0277</p> | <p>Drawn by Checked by Date</p> | <p>City of Boca Raton Department of Public Works</p> | <p>Project Name and Location SATELLITE BLVD. WATER MAIN EXTENSION</p> | <p>Sheet No. COVER SHEET</p> | <p>Drawn by Checked by Date</p> | <p>Scale 1" = 40'</p> | <p>City of Boca Raton Department of Public Works</p> |
| | <p>City of Boca Raton Department of Public Works</p> | <p>Project Name and Location SATELLITE BLVD. WATER MAIN EXTENSION</p> | <p>Sheet No. COVER SHEET</p> | <p>Drawn by Checked by Date</p> | <p>Scale 1" = 40'</p> | <p>City of Boca Raton Department of Public Works</p> | <p>Project Number 04-0277</p> | <p>Drawn by Checked by Date</p> | <p>City of Boca Raton Department of Public Works</p> | <p>Project Name and Location SATELLITE BLVD. WATER MAIN EXTENSION</p> | <p>Sheet No. COVER SHEET</p> | <p>Drawn by Checked by Date</p> | <p>Scale 1" = 40'</p> |

INDEX OF DRAWINGS

| SHEET MARK TITLE | DATE |
|--|------|
| CS-1 COVER SHEET & DRAWING INDEX | |
| CIVIL | |
| C-1 GENERAL NOTES | 3 |
| C-2 SITE PLAN (STA. 90+00.00 - STA. 96+00.00) | 3 |
| C-3 SITE PLAN (STA. 96+00.00 - STA. 102+00.00) | 4 |
| C-4 SITE PLAN (STA. 102+00.00 - STA. 108+00.00) | 5 |
| C-5 SITE PLAN (STA. 108+00.00 - STA. 114+00.00) | 6 |
| C-6 SITE PLAN (STA. 114+00.00 - STA. 120+00.00) | 7 |
| C-7 SITE PLAN (STA. 120+00.00 - STA. 126+00.00) | 8 |
| C-8 SITE PLAN (STA. 126+00.00 - STA. 132+00.00) | 9 |
| C-9 SITE PLAN (STA. 132+00.00 - STA. 138+00.00) | 10 |
| C-10 SITE PLAN (STA. 138+00.00 - STA. 144+00.00) | 11 |
| C-11 PLAN PROFILE AND CROSS SECTION (STA. 90+00.00) | 12 |
| C-12 PLAN PROFILE AND CROSS SECTION (STA. 94+00.00) | 13 |
| C-13 PLAN PROFILE AND CROSS SECTION (STA. 98+00.00) | 14 |
| C-14 PLAN PROFILE AND CROSS SECTION (STA. 102+00.00) | 15 |
| C-15 PLAN PROFILE AND CROSS SECTION (STA. 106+00.00) | 16 |
| C-16 PLAN PROFILE AND CROSS SECTION (STA. 110+00.00) | 17 |
| C-17 WATER DETAILS | 18 |
| C-18 WATER NOTES | 19 |
| C-19 EROSION CONTROL PLAN | 20 |

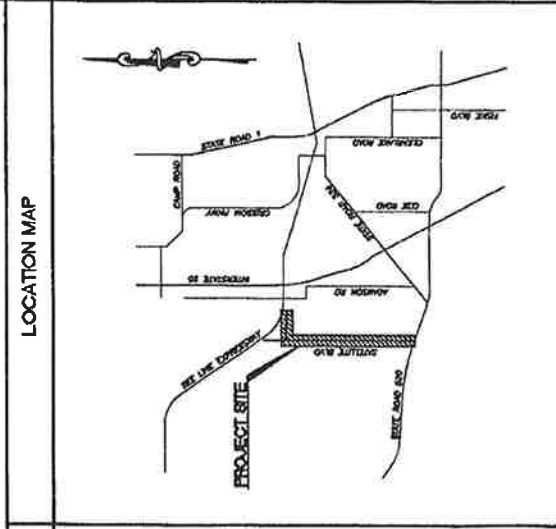


PROJECT LOCATION

SATELLITE BLVD. WATER MAIN EXTENSION

BREVARD COUNTY COCOA, FLORIDA

SECTIONS 8, 9, 17, 20, 29, TOWNSHIP 24 S., RANGE 35 E.



UTILITIES

ELECTRIC
 FLORIDA POWER AND LIGHT COMPANY
 7901 ELLIOT ROAD
 BOCA RATON, FLORIDA 33496
 CONTACT: DAVE LEBLANC

WATER
 CITY OF COCOA UTILITIES
 600 SCHOOL STREET
 COCOA, FLORIDA 32922
 CONTACT: MR. CARL LARABEE JR., P.E.

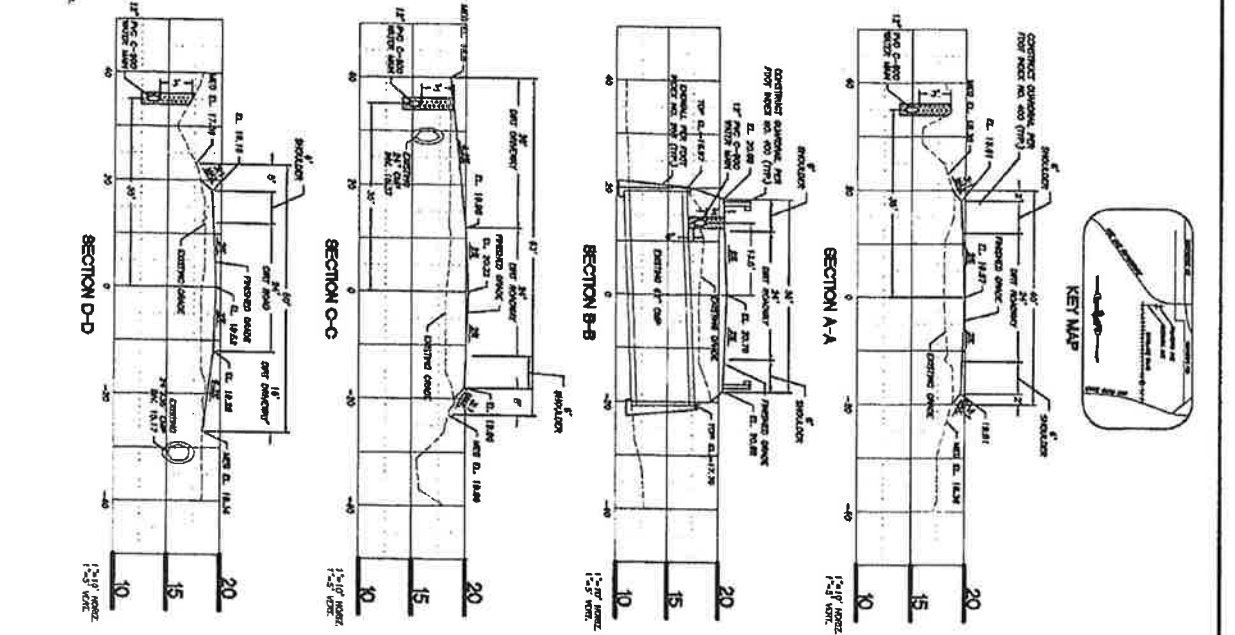
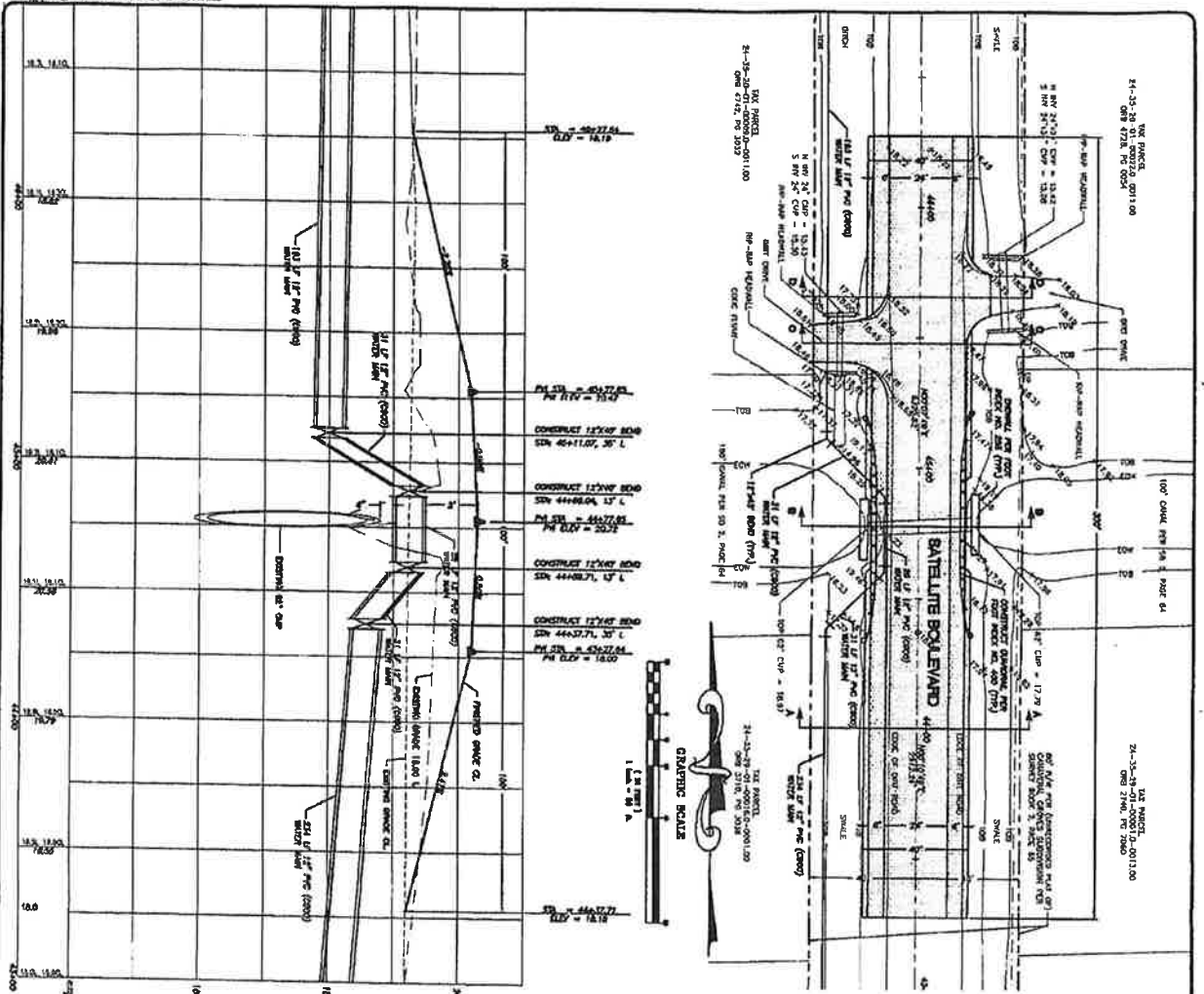
CABLE
 BRIGHT FV-USE
 1400 SOUTH FLORIDA AVENUE
 BOCA RATON, FLORIDA 33435
 CONTACT: MR. IRVING ISOM

TELEPHONE
 COMMUNICATIONS
 713 FLORIDA AVENUE
 COCOA, FLORIDA 32922
 CONTACT: MR. STEVE BERNHANE

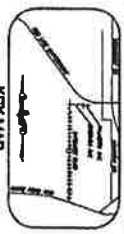
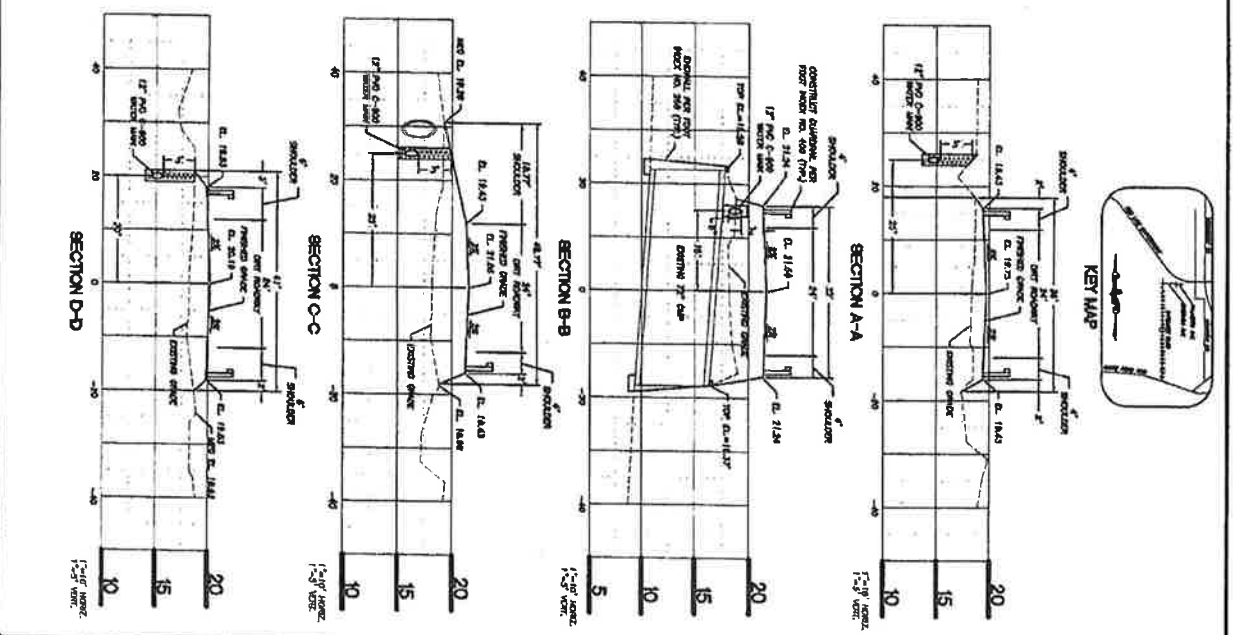
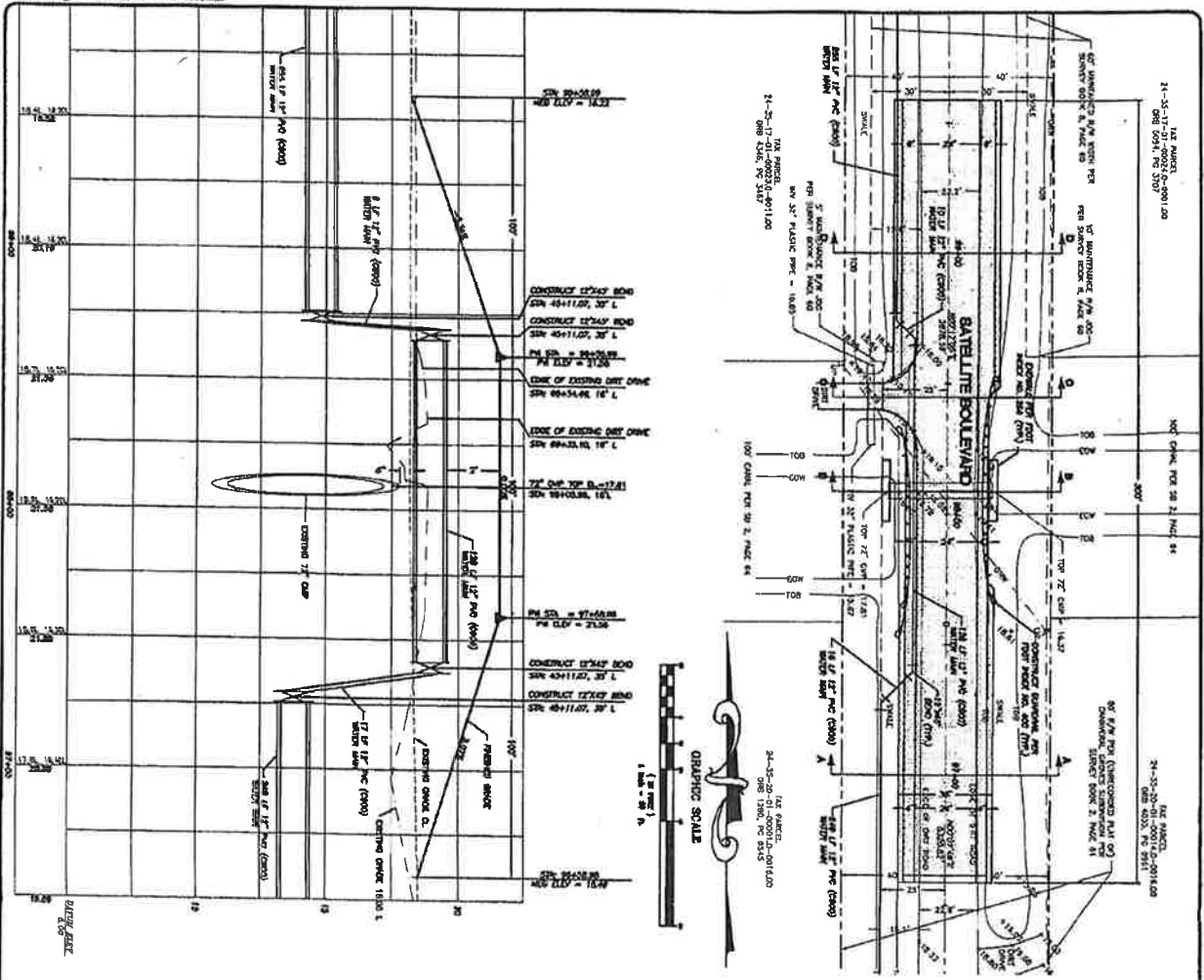
GAS
 CITY GAS COMPANY
 4190 SOUTH U.S. HIGHWAY 1
 BOCA RATON, FLORIDA 33435
 CONTACT: MR. STEVE BERNHANE

SUNSHINE STATE ONE-CALL OF FLORIDA, INC.
 605 WEST CENTRAL BOULEVARD
 BOCA RATON, FLORIDA 33432
 (800) 432-4770

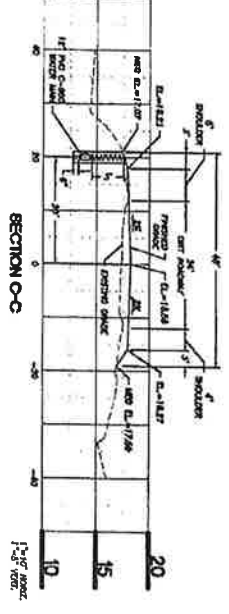
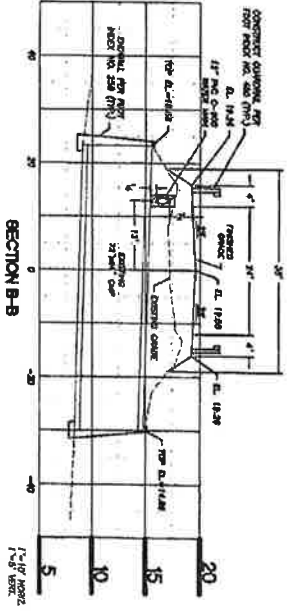
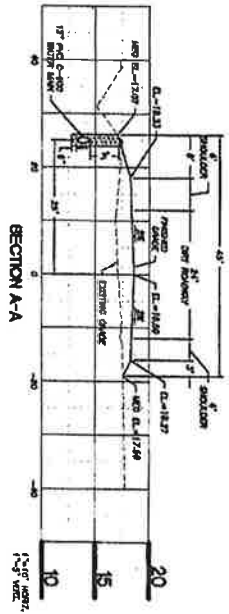
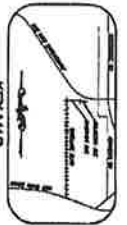
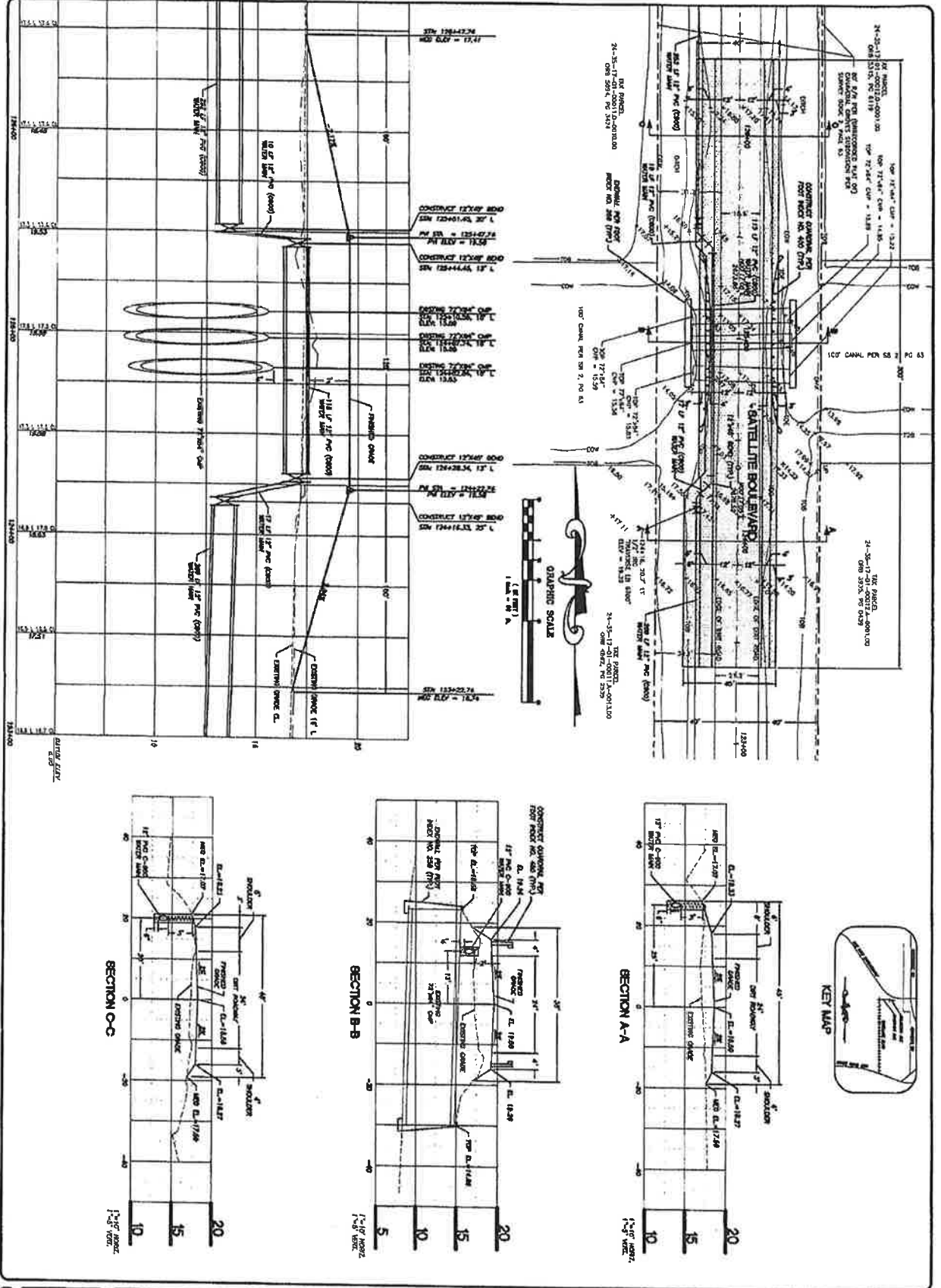
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 FIELDWORK / PROJECTS / 04-10-06*



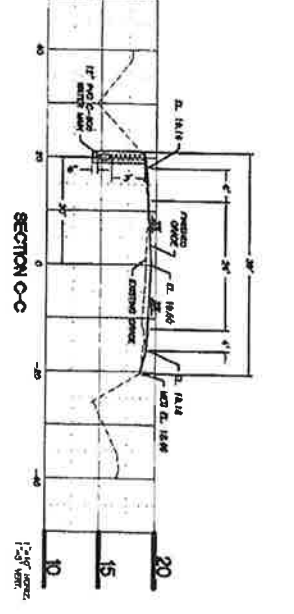
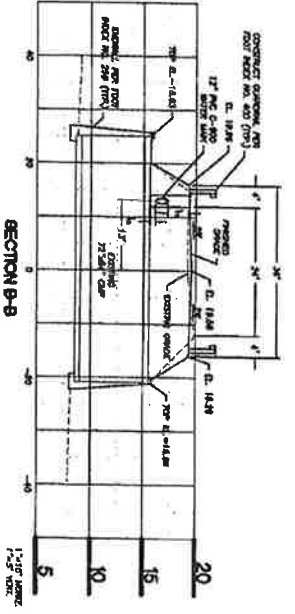
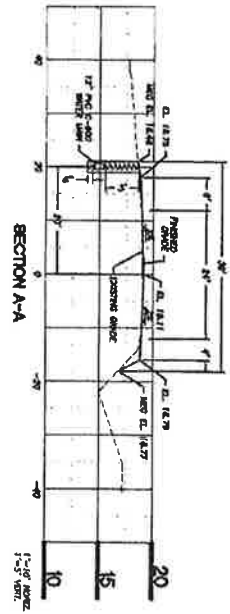
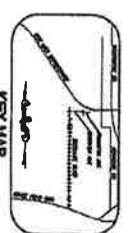
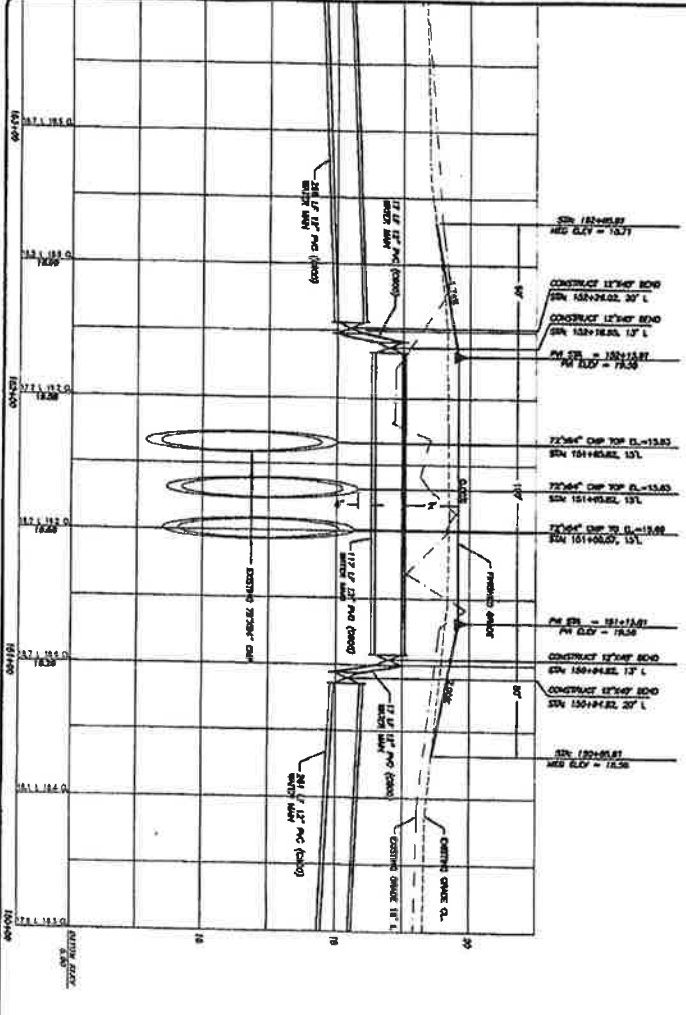
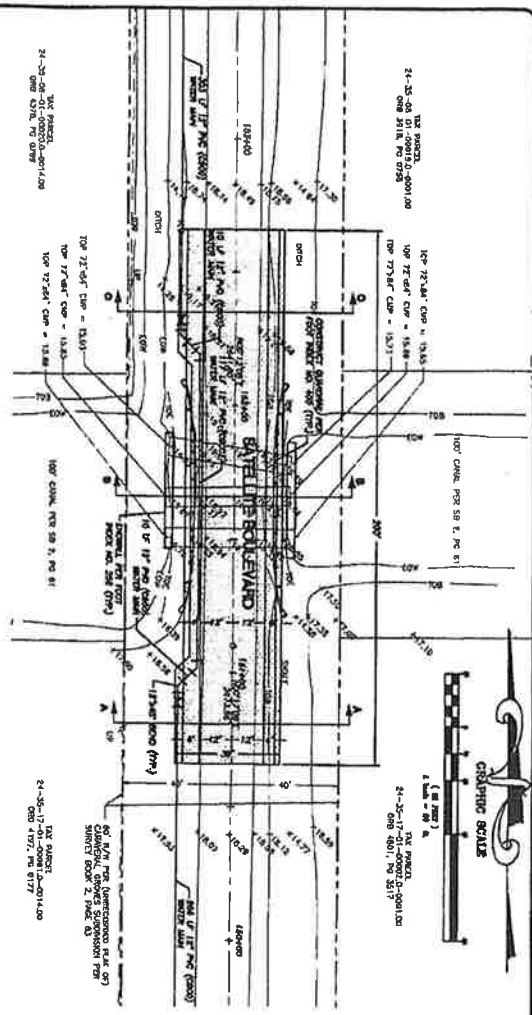
| | |
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| <p>STYLLER LONG & ASSOCIATES, INC. 10000 W. 10th Avenue, Suite 100 Denver, CO 80231 Phone: 303.751.1000 Fax: 303.751.1001 www.styllerlong.com</p> | <p>Project Name: SATELLITE BLVD. WATER MAIN EXTENSION</p> |
| | <p>Client: STYLLER LONG & ASSOCIATES, INC.</p> |
| <p>Contract No.: C-10</p> | <p>Scale: AS SHOWN</p> |
| <p>Drawn by: W. J. B. / W. J. B.</p> | <p>Checked by: W. J. B. / W. J. B.</p> |
| <p>Date: 10/20/05</p> | <p>Project No.: 05-0007</p> |



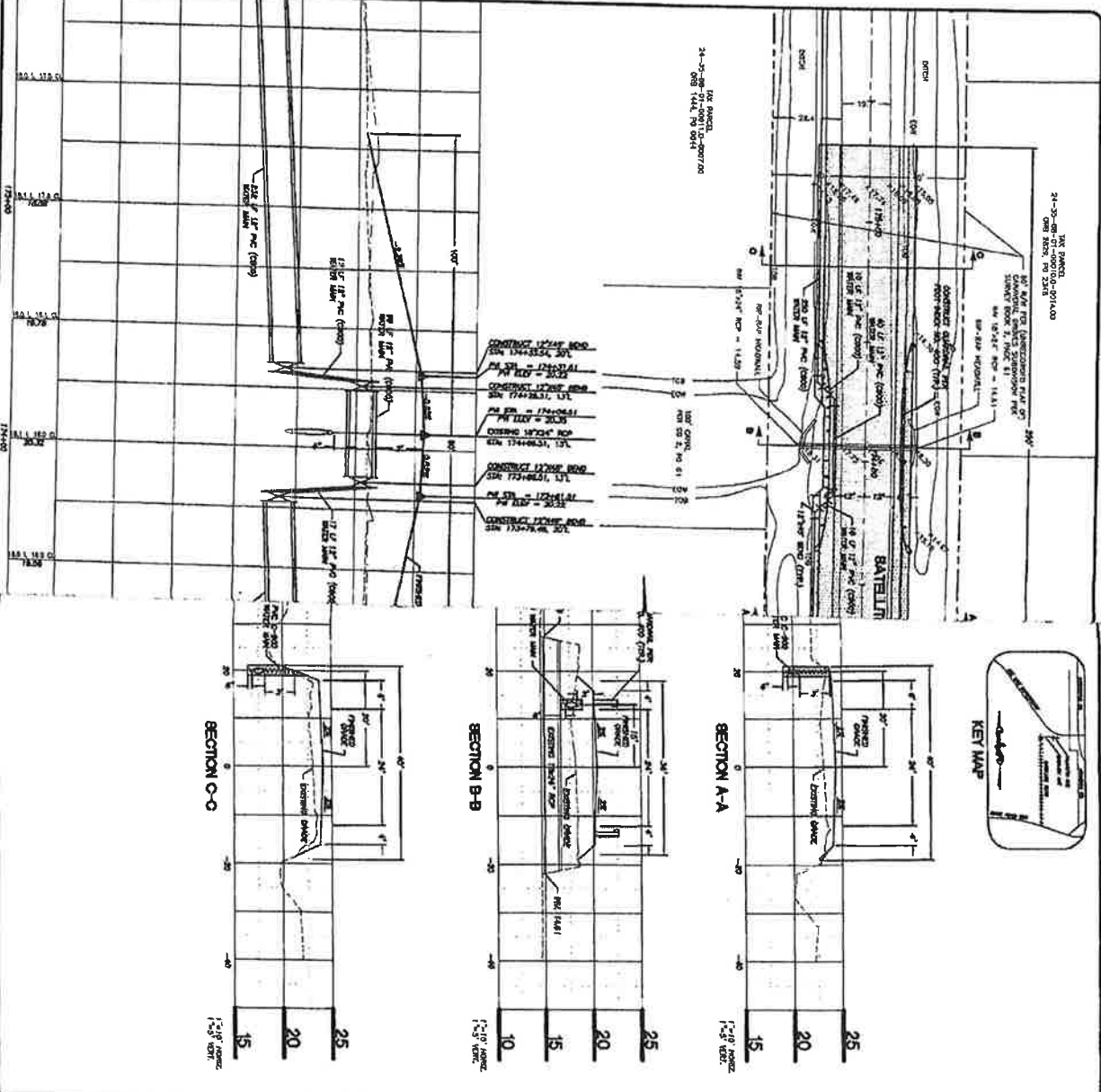
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| <p>CITY OF OTTAWA DEPARTMENT OF PUBLIC WORKS 1000 PAVILLION BLVD. OTTAWA, ONT. K1H 8L9</p> | <p>PROJECT TITLE SATELLITE BLVD. WATER MAIN EXTENSION</p> | <p>DATE 2005-01-10</p> | <p>SCALE AS SHOWN</p> |
| | | <p>PROJECT NO. 050001</p> | <p>PROJECT LOCATION SATELLITE BLVD., OTTAWA, ONT.</p> |
| <p>DESIGNED BY STANTEC INC.</p> | <p>CHECKED BY STANTEC INC.</p> | <p>DATE 2005-01-10</p> | <p>SCALE AS SHOWN</p> |
| <p>PROJECT NO. 050001</p> | <p>PROJECT LOCATION SATELLITE BLVD., OTTAWA, ONT.</p> | <p>DATE 2005-01-10</p> | <p>SCALE AS SHOWN</p> |



| | | |
|--|--------------------------------|--------------------------------|
| <p>STIFFLER ERBE & ASSOCIATES 10000 W. CENTRAL EXPRESSWAY SUITE 200 MINNETONKA, MN 55345 TEL: 952.891.1100 FAX: 952.891.1101 WWW: SE&A.COM</p> | <p>Checked By: [Signature]</p> | <p>C-12</p> |
| | <p>DATE: 12/20/05</p> | |
| <p>Project Name: SATELLITE BLVD. WATER MAIN EXTENSION</p> | <p>Drawn By: [Signature]</p> | <p>Checked By: [Signature]</p> |
| <p>Scale: 1" = 10'</p> | <p>Checked By: [Signature]</p> | <p>Checked By: [Signature]</p> |
| <p>Project No: 05007</p> | <p>Checked By: [Signature]</p> | <p>Checked By: [Signature]</p> |
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|--|--|--|--|---|---|
| | <p>Project Name: SATELLITE BLVD. WATER MAIN EXTENSION</p> | <p>Project No.: 05-0027</p> | <p>Drawn by: C. Zeiger</p> | <p>Checked by: M. Zeiger</p> | <p>Date: 10/20/05</p> |
| | <p>Scale: As Shown</p> | <p>Sheet No.: C-13</p> | <p>Project Location: Satellite Blvd., Lincoln, NE</p> | <p>Client: City of Lincoln</p> | <p>Contract No.: 05-0027</p> |



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|---|---|--------------------------------------|--------------------------------|----------------------------------|---------------------------------|---------------------------------|-----------------------------------|------------------------------|-------------------------------|----------------------------|-----------------------------|---------------------------|-----------------------------|---------------------------|-------------------------------|--|
| <p>SUTHERLAND STRONG & ASSOCIATES ARCHITECTS</p> | <p>Project Name BATTELITE BLDG. WATERMAN EXTENSION</p> | <p>Scale 1/8" = 1'-0"</p> | <p>Drawn By ...</p> | <p>Checked By ...</p> | <p>Date 12/20/05</p> | <p>Sheet No. ...</p> | <p>Project No. ...</p> | <p>Client ...</p> | <p>Address ...</p> | <p>City ...</p> | <p>State ...</p> | <p>Zip ...</p> | <p>Phone ...</p> | <p>Fax ...</p> | <p>Website ...</p> | <p>Copyright © 2005 SUTHERLAND STRONG & ASSOCIATES</p> |
| | | | | | | | | | | | | | | | | |

EXHIBIT C



BOARD OF COUNTY COMMISSIONERS

Housing and Human Services
2725 Judge Fran Jamieson Way
Building B, Suite 106
Viera, Florida 32940

Inter-Office Memo

Low and Moderate Income Survey Results for West Canaveral Groves

The attached methodology and Process was used to determine the percentage of low and moderate income persons in the West Canaveral Groves Service Area. Upon completion of the survey, it was determined that 77% of the persons living in the West Canaveral Groves area are low to moderate income.

ATTACHMENT "D"



BOARD OF COUNTY COMMISSIONERS

BREVARD COUNTY HOUSING AND HUMAN SERVICES
WEST CANAVERAL GROVES WATERLINE AND FIRE HYDRANT PROJECT
CENSUS TRACT 712 BLOCK GROUP 2 (portion of group)
RESIDENT SURVEY
LOW AND MODERATE INCOME WORKSHEET

CENSUS TRACT 071200 BLOCK GROUP 1 SERVICE AREA
LOW/MOD ELIGIBILITY

| CDBG NAME | TRACT | BLKGRP | LOWMOD | LOWMODUNIV | LOWMODPCT |
|-------------------|--------|--------|--------|------------|-----------|
| Brevard County | 071200 | 1 | 236 | 306 | 77% |

*Survey of Block Group 1 used to determine Low/Mod Pct. of persons in service area.

ATTACHMENT "D"



BOARD OF COUNTY COMMISSIONERS

BREVARD COUNTY HOUSING AND HUMAN SERVICES
WEST CANAVERAL GROVES WATERLINE AND FIRE HYDRANT PROJECT
CENSUS TRACT 712 BLOCK GROUP 2 (portion of group)
RESIDENT SURVEY
LOW AND MODERATE INCOME WORKSHEET

PART A. INFORMATION CONTAINED IN YOUR SURVEY

| | <u>No./ %</u> |
|---|---------------|
| 01. Enter the estimated total number of households in the target area: | <u>153</u> |
| 02. Enter the total number of households interviewed: | <u>113</u> |
| 03. Enter the total number of Low and Moderate-income households interviewed: | <u>87</u> |
| 04. Enter the total number of persons living in the Low and Moderate-income households interviewed: | <u>186</u> |
| 05. Enter the total number of households interviewed in which the income was above the Low and Moderate-income level: | <u>26</u> |
| 06. Enter the total number of persons living in the households in which the income was above the Low and Moderate-income level: | <u>56</u> |

ATTACHMENT "D"



BOARD OF COUNTY COMMISSIONERS

**BREVARD COUNTY HOUSING AND HUMAN SERVICES
WEST CANAVERAL GROVES WATERLINE AND FIRE HYDRANT PROJECT
CENSUS TRACT 712 BLOCK GROUP 2 (portion of group)
RESIDENT SURVEY
LOW AND MODERATE INCOME WORKSHEET**

| <u>PART B. CALCULATIONS BASED UPON DATA CONTAINED IN YOUR SURVEY</u> | <u>No./%</u> |
|--|--------------------------|
| 07. Divide Line 4 by Line 3. (This is the average size of the Low/Mod households interviewed) | <u>2</u> |
| 08. Divide Line 6 by Line 5. (This is the average size of non-Low/Mod households you interviewed) | <u>2</u> |
| 09. Divide Line 3 by Line 2. (This is the proportion of households interviewed that have Low and Moderate-incomes) | <u>77%</u> |
| 10. Divide Line 5 by Line 2. (This is the proportion of households interviewed that do not have Low and Moderate-incomes) | <u>23%</u> |
| 11. Multiply Line 1 by Line 9. (This is the estimate of the total number of Low/Mod households in your target area) | <u>118</u> |
| 12. Multiply Line 1 by Line 10. (This is the estimate of the total number of non-Low/Mod households in your target area) | <u>35</u> |
| 13. Multiply Line 7 by Line 11. (This is the estimate of the total number of Low/Mod persons in your target area) | <u>236</u> |
| 14. Multiply Line 8 by Line 12. (This is the estimate of the total number of non-Low/Mod persons in your target area) | <u>70</u> |
| 15. Add Line 13 and Line 14. (This is the estimate of the total number of persons in your target area) | |
| 16. Divide Line 13 by Line 15 and multiply the resulting decimal by 100. (This is the estimated percentage of persons in your target area who have Low and Moderate-incomes) | <u>306</u> <u>77%</u> |

Brevard County Housing and Human Services Department

Methodology and Process to determine the Percentage of Low and Moderate Income (LMI) Persons in the West Canaveral Groves Service Area in order to conduct a Community Development Block Grant Funded Activity

Developing the Questionnaire: The survey will be short (**Attachment "A"**). In addition to the survey, a card with the income limits (**Attachment "B"**) will be provided during all three processes. All surveyors will use the same questions as worded.

The Universe/Sample Size: The universe is the West Canaveral Groves area which is situated within Township 24 south, Range 35 east, section 8, 17, 20, and 29 in Cocoa, Brevard County, Florida. The total number of identified households is 153. In order to receive a 95% confidence level with a confidence interval of 4, a minimum of 122 households must respond to the survey. Due to the size of the neighborhood, the total population will be surveyed. Of the 153 residences to be surveyed, at least 51% or 78 must meet the LMI percentage.

Survey Selection: Due to accessibility issues of the area being surveyed, Brevard County Housing and Human Services will conduct a three part survey process that will consist of; a survey station at an informational meeting, a mail out survey, and if needed, a door to door survey.

Informational Meeting : Housing and Human Services Staff will send out notices (**Attachment "C"**) to residents within the community regarding the informational meeting and the upcoming survey processes. The notice will include; the date, location and time of the informational meeting, an explanation of the purpose of the survey, and the survey processes. Additionally, the Homeowner's Association will assist staff with informing residents. Residents will be asked to bring proof of residency (valid identification) if they desire to complete a survey during the informational meeting.

Staff will be introduced at the meeting and residents will again be informed of the purpose of the survey, and the survey processes.

Survey Station at informational meeting: Following the meeting, staff will be available to complete surveys for interested residents who are over 18 years of age and can show proof of residency. Staff will have on site, a list of all residents and their addresses that will be used to confirm the residency of the person answering the survey questions. Staff will make contact with the head of the family or someone who is qualified to speak for the family and has knowledge about the family income. After making contact, staff will introduce him/herself and restate the purpose of the survey.

Staff will provide the resident with the card (**Attachment "B"**) that contains household sizes and income levels. Subsequently, staff will ask the survey questions (**Attachment "A"**) and record the answers. For any identified non-English speaking residents, surveys will be provided in their own language.

Mail Survey: The day after the meeting, in an effort to reach residents who did not complete surveys at the informational meeting, the Homeowners' Association will assist Staff with calling residents to inform them that a survey **See ("Attachment A")** is being mailed to their residence.

A list of names and addresses within the target area will be used to identify residents that did not complete surveys at the informational meeting. For any identified non-English speaking residents, surveys will be provided in their own language. Surveys, along with a stamped self-addressed (both sender and receiver) return envelope will be mailed to all addresses. A numbered cover letter will be completed for each survey with a corresponding number on the survey. A copy of the cover letter will be maintained in the office once the survey has been mailed. Both the cover letter and the returned surveys will be maintained in separate files. However, the numbered cover letters will be utilized to determine which residents responded or failed to respond.

Review of Returned Surveys: A thorough review of all surveys obtained (informational meeting and mail) will be done to see if enough surveys were returned to determine an 80% response rate. If not, a door to door survey will be done to reach non-responders.

Door to Door Survey: If necessary, a mail out will be done to inform the residents, who didn't respond, of a third and final attempt to gain survey data through a door-to door survey. The date and time span of the survey will be given. A phone number will be given for those residents who do not want a visit or would like to set a more convenient survey time. The Homeowners' Association will again be asked to assist Staff with calling residents to inform them of the upcoming door to door survey.

On the date and time span given, trained County Staff, will go door to door to attempt to survey those who did not respond. Staff will make contact with the head of the family or someone who is qualified to speak for the family and has knowledge about the family income. After making contact, staff will introduce him/herself and state the purpose of the survey. Staff will provide the resident with the card (**Attachment "B"**) that contains household sizes and income levels. Subsequently, staff will ask the survey questions (**Attachment "A"**) and record the answers. For any identified non-English speaking residents, surveys will be provided in their own language.

Analyze The Results: The attached low mod worksheet (**Attachment "D"**) will be completed after all surveys have been received. The calculated percentage of

low/moderate income persons will be recorded. The results will be compared to the most recent Low and Moderate Income Census Data (LMISD).

In an effort to conceal the identity of the respondents, all surveys and cover letters along with a list of respondents will be maintained separately in our central files. Records maintenance will be in accordance with 24 CFR.570.506. In addition to a hard copy of survey information a scanned copy will be maintained on a disk.



**BOARD OF COUNTY COMMISSIONERS
HOUSING AND HUMAN SERVICES DEPARTMENT**

SURVEY

Question 1

How many families currently reside at this address? _____
(If more than one family, each family must complete a separate questionnaire).

Question 2

How many persons are there in your family including yourself? _____ (If you are single with no dependents, write 1)

If more than one family resides at the address, complete the following:

Family #1: Family size (i.e., number of persons in family) _____

Family #2: Family size (i.e., number of persons in family) _____

Family #3: Family size (i.e., number of persons in family) _____

Question 3 (Present the card showing various categories)

Is the current, combined income of all family members residing at this address (including any related, dependent persons over 65 or working dependent children over 18) above, below, or equal to the figures quoted on this card?

_____ Above _____ Below or _____ Equal

| CHOOSE FROM THE INCOME LEVELS BY FAMILY SIZE LISTED BELOW | |
|---|----------------------|
| # Persons in Household | Low/Mod Income Level |
| 1 | \$34,000 |
| 2 | \$38,850 |
| 3 | \$43,700 |
| 4 | \$48,550 |
| 5 | \$52,450 |
| 6 | \$56,350 |
| 7 | \$60,250 |
| 8 | \$64,100 |
| 9 or More | \$67,970 |

Question 4

Please check the ethnic group to which you belong:

Hispanic or Latino _____ Not Hispanic or Latino _____

Please, check the racial group to which you belong:

White _____, Black/African American _____, Asian _____, American Indian/Alaskan _____

Native & White _____, Asian & White _____, Black/African American & White _____, American Indian/Alaskan Native & Black/African _____, Other Multi-racial _____.

No: _____

This document will be kept confidential.

Please Check the box (Equal to, Above or Below) that corresponds to the Number of persons in your household

| Number of Persons in Household | Household Income Level | Equal To | Above | Below |
|--------------------------------|------------------------|--------------------------|--------------------------|--------------------------|
| 1 | \$34,000 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | \$38,850 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | \$43,700 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | \$48,550 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | \$52,450 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 | \$56,350 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7 | \$60,250 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8 | \$64,100 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9 or More | \$67,970 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | |

*My signature below certifies that the information provided below is true and correct as of this day.

Signature of person completing Survey

Date

**BREVARD COUNTY
HOUSING & HUMAN SERVICES DEPARTMENT**

**INVITES YOU TO ATTEND A
COMMUNITY MEETING**

Date: January 21, 2015

Time: 6:00pm

**Location: Cocoa West Community Center
230 South Burnett Rd. Cocoa, FL 32926**

PURPOSE OF THE MEETING

The Brevard County Board of County Commissioners wishes to apply to the Federal Government for Section 108 Loan Funds to undertake a Community Development Block Grant Activity in your neighborhood that involves the installation of a water line and fire hydrants along Satellite Blvd. Prior to submitting the Section 108 loan application, the County must conduct a survey in order to provide the Federal Government with current estimates of incomes and family sizes of the resident households in the area that will be served by the project. ***The Purpose of this meeting is to explain the survey process that will be undertaken and to answer any questions that residents may have.***

Following the meeting, staff will be on site to complete surveys for those residents that wish to complete surveys at that time. In order to participate, proof of residency must be provided (valid identification). Those residents who do not complete a survey at the meeting will receive a survey in the mail that can be returned in the self-addressed stamped envelope that will be included as part of the mailer. If necessary, additional surveys will be conducted utilizing a door to door process.

Your Participation is Important !!!

For more information or questions contact:

Linda Graham, Supervisor or Chenita Joiner, Manager at 321-633-2007 or email them at linda.graham@brevardcounty.us; chenita.joiner@brevardcounty.us

EXHIBIT D

| | | | | | | |
|---|---------------------|--------------|--------------------------------------|---------------------|--------------------|----------------|
| BREVARD COUNTY | | | | | | |
| SECTION 108 REPAYMENT | | | | | | |
| West Canaveral Groves Waterline | | | | | | |
| March 21, 2015 | | | | | | |
| Drawdown Assumptions | | | | | | |
| Draw Down August 1, 2015 | \$ | 1,648,051 | | | | |
| Fees | \$ | 5,600 | \$70 per quarterly draw for 20 years | | | |
| Total Costs | \$ | 1,653,651 | | | | |
| Repayment Assumptions | | | | | | |
| Interim Interest based on March 20, 2015 3-Month LIBOR plus 20 basis points | | | | | | 0.47% |
| Acceleration of Interim Interest | | | | | | 2.00% |
| Section 108 Repayment | | | | | | |
| | | | Combined | Combined | | |
| | | | August and | February and | | |
| | | | November | May | Fiscal Year | Ending |
| Fiscal Year | August | Note | Interest | Interest | Total CDBG | Balance |
| | Principal | Rates | Payments | Payments | Payments | |
| | Payment | | | | | |
| 2015-16 | | 0.47% | \$ 1,943 | \$ 3,964 | \$ 5,907 | \$ 1,653,651 |
| 2016-17 | \$ 85,000 | 0.48% | \$ 3,964 | \$ 3,835 | \$ 92,799 | \$ 1,568,651 |
| 2017-18 | \$ 85,000 | 0.49% | \$ 3,835 | \$ 3,700 | \$ 92,535 | \$ 1,483,651 |
| 2018-19 | \$ 85,000 | 0.50% | \$ 3,700 | \$ 3,558 | \$ 92,258 | \$ 1,398,651 |
| 2019-20 | \$ 85,000 | 0.51% | \$ 3,558 | \$ 3,408 | \$ 91,966 | \$ 1,313,651 |
| 2020-21 | \$ 85,000 | 0.52% | \$ 3,408 | \$ 3,252 | \$ 91,660 | \$ 1,228,651 |
| 2021-22 | \$ 85,000 | 0.53% | \$ 3,252 | \$ 3,087 | \$ 91,339 | \$ 1,143,651 |
| 2022-23 | \$ 85,000 | 0.54% | \$ 3,087 | \$ 2,915 | \$ 91,002 | \$ 1,058,651 |
| 2023-24 | \$ 85,000 | 0.55% | \$ 2,915 | \$ 2,734 | \$ 90,649 | \$ 973,651 |
| 2024-25 | \$ 85,000 | 0.56% | \$ 2,734 | \$ 2,546 | \$ 90,280 | \$ 888,651 |
| 2025-26 | \$ 85,000 | 0.57% | \$ 2,546 | \$ 2,348 | \$ 89,894 | \$ 803,651 |
| 2026-27 | \$ 85,000 | 0.58% | \$ 2,348 | \$ 2,142 | \$ 89,490 | \$ 718,651 |
| 2027-28 | \$ 85,000 | 0.60% | \$ 2,142 | \$ 1,926 | \$ 89,068 | \$ 633,651 |
| 2028-29 | \$ 90,000 | 0.61% | \$ 1,926 | \$ 1,686 | \$ 93,612 | \$ 543,651 |
| 2029-30 | \$ 90,000 | 0.62% | \$ 1,686 | \$ 1,435 | \$ 93,121 | \$ 453,651 |
| 2030-31 | \$ 90,000 | 0.63% | \$ 1,435 | \$ 1,173 | \$ 92,608 | \$ 363,651 |
| 2031-32 | \$ 90,000 | 0.65% | \$ 1,173 | \$ 900 | \$ 92,074 | \$ 273,651 |
| 2032-33 | \$ 90,000 | 0.66% | \$ 900 | \$ 616 | \$ 91,517 | \$ 183,651 |
| 2033-34 | \$ 90,000 | 0.67% | \$ 616 | \$ 321 | \$ 90,937 | \$ 93,651 |
| 2034-35 | \$ 93,651 | 0.68% | \$ 321 | \$ - | \$ 93,972 | |
| Total | \$ 1,653,651 | | \$ 47,490 | \$ 45,547 | | |

EXHIBIT E

BREVARD COUNTY RESOLUTION NO. _____

**AUTHORIZING SUBMISSION OF A
SECTION 108 LOAN GUARANTEE APPLICATION
TO THE UNITED STATES DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT**

WHEREAS, the Brevard County has determined that a high priority exists to construct water lines to areas not currently serviced and the construction of the West Canaveral Groves project meets this priorities; and

WHEREAS, the proposed project is included in the County's adopted One Year Action Plan of the Consolidated Plan: and

WHEREAS, the Section 108 Loan Guarantee program, implemented by the United States Department of Housing and Urban Development (HUD), is designed to provide funds to assist with these types of projects; and

WHEREAS, under the Section 108 Loan Guarantee program, the County can borrow up to five years worth of its annual Community Development Block Grant allocation, and can take up to twenty years to repay the principal and interest; and

WHEREAS, the County is requesting a total of up to \$1,648,051 in Section 108 Loan Guarantee funds to construct approximately 20,000 lineal feet (nearly 3.8 miles) of water line in Satellite Boulevard; and

WHEREAS, the County Manager is authorized to submit the Section 108 Loan Guarantee application and amendments thereto and all understandings and assurances contained therein, to execute the Section 108 Loan document and to act in connection with the application to provide such additional information as may be required.

NOW, THEREFORE, THE COUNTY COMMISSION OF BREVARD COUNTY DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. In accordance with Section 108 of the Housing and community Development Act of 1974, as amended, (the Act) and with 24 CFR 570.704(b) the County certifies that:

(a) The County posses the legal authority to submit for assistance under 24 CFR Part 570, subpart M and to use the guaranteed loan funds in accordance with the requirements of Subpart M.

(b) The County's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the public entity to submit the application and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the public entity to act in connection with the application to provide such additional information as may be required.

SECTION 2. Before submission of its application to HUD the County has:

(a) Furnished citizens with information required by Section 570.704(a) (2)(i) of Title 1 of the Housing and Community Development Act of 1974, as amended;

(b) Held a public hearing, on March 3, 2015 and April 28, 2015, to obtain the views of citizens on community development and housing needs;

(c) Prepared its application in accordance with Section 570.704(a)(1)(iv) and made the application available to the public.

SECTION 3. The County has followed a detailed citizen participation plan that meets the requirements described in Section 570.704(a)(2).

SECTION 4. The County will affirmatively further fair housing, and the guaranteed loan funds will be administered in compliance with:

(a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. 2000d et seq.); and

(b) The Fair Housing Act (42 U.S.C. 3601-20).

SECTION 5. In the aggregate, at least 70 percent of all CDBG funds, as defined in Section 570.200(a)(3), to be expanded during the one, two, or three consecutive years specified by the County for its CDBG program on activities which benefit low/moderate income persons, as described in criteria in Section 570.208(a) of the.

SECTION 6. The County will comply with the requirements governing displacement, relocation, real property acquisition, and the replacement of low and moderate income housing described in Section 570.606.

SECTION 7. The County will comply with the requirements of 570.200 (c)(2) (if applicable) with regard to the use of special assessments to cover the capital costs activities assisted with guaranteed loan funds.

SECTION 8. The County will comply with other provisions of the Act and with other applicable laws.

SECTION 9. The County Certifies regarding debarment, suspension, and other responsibility as follows:

(a) The prospective recipients of the Section 108 Loan Guarantee funds and all of their contractors will certify to the best of their knowledge and belief, that they:

1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2). Have not within a three year period preceding approval of their application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3). Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)2 of this certification; and

4). Have not within a three year period preceding approval of their application, had one or more public transactions (Federal, State or local) terminated for cause or default.

SECTION 10. The County hereby assures and certifies with respect to its application for a loan guarantee pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended, that it has made efforts to obtain financing for the activities described herein without the use of such guarantee, that it will maintain documentation of such efforts for the term of the loan guarantee, and that it cannot complete such financing consistent with the timely execution of the program plans without such guarantee.

SECTION 11. The County hereby certifies to the best of its knowledge and belief, the following:

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

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

(c) It will require that the language of paragraph (a) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

SECTION 12. Continue to maintain a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about the following:

- 1). The dangers of drug abuse in the workplace;
- 2). The grantee's policy of maintaining a drug-free workplace;

3). Any available drug counseling, rehabilitation, and employee assistance programs;
and

4). The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee engaged in grant activity be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

1). Abide by the terms of the statement; and

2). Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)2, with respect to any employee who is so convicted:

1). Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, and any other applicable federal and state laws; and

2). In appropriate circumstances, require an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency.

SECTION 13. County Limited Obligation to Repay the Section 108 Loan

(a) The Note to be executed upon approval of the Section 108 Loan constitutes a limited obligation of the County, payable from Community Development Block Grant funds which are hereby pledged by the Borrower pursuant to 24 CFR 570.705(b)(2) to the payment of the Note. To the extent such Community Development Block Grant funds are insufficient to pay the principal and interest due on the Note in any fiscal year, the County covenants that it will budget and appropriate from any legally available funds in such fiscal year for the payment of any deficiency.

(b) As security for the Note, the County covenants that it will budget, appropriate, and set aside in its general fund reserves an amount equal to one year's debt service on the Section 108 loan. There shall be no other requirements as long as the County maintains a rating in the AA category by either Fitch or S&P rating agencies. If the County's rating drops below the AA category by both rating agencies, then the County shall establish a new Reserve Fund with a third party Bank and Trust company and transfer the funds from the general fund reserves to the third party Bank and Trust company. Instead

of cash funding the reserve with a third party trustee, the County may also satisfy this requirement by purchasing a surety bond or a standby letter of credit. All investment earnings in the reserve fund held with the County shall be credited to the County's General Fund.

(c) The County agrees that the covenants and obligations in this resolution, including the obligation to budget and appropriate the Reserves, to the extent legally available, shall be enforceable in mandamus against the County and its officials that must act to carry out such covenants and obligations.

SECTION 14. This Resolution shall be effective immediately upon its adoption.

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Brevard County Board of County Commissioners in a regular meeting on the 28th day of April, 2015,

ATTEST:

Scott Ellis, Clerk

Robin Fisher, Chairman
Brevard County Commissioners
As approved by Brevard County Commission
4/28/2015

EXHIBIT F

**MEMORANDUM OF UNDERSTANDING BETWEEN
BREVARD COUNTY, FL
WATER UTILITY AND THE CITY OF COCOA, FL WATER UTILITY**

Brevard County has identified a desire to provide a potable water service system to homes with lot frontage on Satellite Boulevard, in the West Canaveral Groves Neighborhood, located in un-incorporated Brevard County. The County desires to construct a line within the boundary of a service area developed through a comprehensive study and area analysis. Accordingly, a MOU is required between Brevard County and the City of Cocoa, Water Utility.

WHEREAS, Brevard County owns and operates a road and public right of way known as Satellite Boulevard; and

WHEREAS, the right of way and road are not within the City of Cocoa ("City") City Limits; and

WHEREAS, the City of Cocoa Water Utility Authority owns and operates water supply lines in close proximity to Satellite Boulevard to the south and north ; and

WHEREAS, all potable water systems within the neighborhood have been private wells and systems owned and operated by home owners; and

WHEREAS, recent studies of private wells in the neighborhood have documented water quality issues; and

WHEREAS, further fire protection for the neighborhood is desired to improve public safety; and

WHEREAS, the County and the City of Cocoa Water Utility would like to enter into a Memorandum of Understanding which enumerates responsibilities of both parties with respect to funding, financing, installing, operating and maintaining the water distribution system on Satellite Boulevard; and

WHEREAS, the City of Cocoa Water Utility is the successor in interest regarding the ownership, operation and maintenance of the water distribution system supplying water to the neighborhood; and

DRAFT

WHEREAS, the County and the City of Cocoa Water Utility desire to have water lines supplying the neighborhood owned and maintained by the City of Cocoa Water Utility;

IT IS THEREFORE AGREED AS FOLLOWS:

- A. The City of Cocoa Water Utility agrees to:
 - 1. Accept maintenance of all public lines, meters and valves designed and constructed through the County work order process and accepted by County and City Engineers.
 - 2. Accept transfer of ownership of a maximum 12-inch water line along Satellite Boulevard upon completion and acceptance of construction of metering and backflow prevention, and creation of an easement for the water line.

- B. The County agrees, at the County's sole expense, to:
 - 1. Design and construct a maximum 12-inch water line along Satellite Boulevard. This new line will have Invensys metering and reduced pressure backflow preventers.
 - 2. Design and construct a plan to connect residential properties with road frontage on Satellite Boulevard, as metered services, to the 12 inch water line.
 - 3. Prepare a budget plan for completing the project.
 - 4. Create an easement for the 12-inch water line.
 - 5. Grant public waterline meter easements acceptable to the City of Cocoa Water Utility to any County owned equipment to include access for maintenance.
 - 6. Procure City of Cocoa Water Utility work order approval, and comply with all requirements of the City Water Utility Development Process Manual for construction of owned water lines.

- C. The County will continue to provide fire protection service and incident response to the neighborhood .

- D. The parties agree:
 - 1. The 12-inch water line constructed in accordance with the MOU between the City and County will become a line, owned and operated by the City Utility upon completion and City Utility

acceptance, of construction of metering and backflow prevention as required by this MOU.

2. That the cost of meters will be paid for by the County, that the meters will be owned and provided by the City Utility, and installed by the County in accordance with City standards, that the County will be subject to Utility Expansion Charges for this work but only to the extent of any additional capacity provided and resulting from these improvements.
3. That the County will proceed with the construction of the necessary projects to accomplish their obligations required by this MOU as rapidly as funds are made available by USDA and HUD. That the accounts established for the billing of water services by the City Utility will be based on the size of the domestic service based on peak flow water delivery requirements, as certified by a professional engineer registered in the State of Florida, in accordance with the County fire codes, and the equivalent meter size determined for the service. Fixed monthly charges for private fire protection will also be applied commensurate with the degree of fire protection capacity being provided by the County.
4. That the reduced pressure backflow preventers required by this MOU will be owned and maintained by the City Utility and will be installed in accordance with standards approved by the City Utility.
5. That this MOU constitutes the entire agreement between the parties regarding the subject matter and shall not be modified or otherwise changed without a written agreement signed by all participating parties; and
6. No party shall be responsible for liability as a result of the other parties or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of F.S. and any amendments hereto.
7. It is specifically agreed between the parties executing this MOU, that it is not intended by any of the provisions of any part of the MOU, to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the MOU, to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this MOU.
8. By entering into this MOU, the City and its "public employees", as defined in F.S. do not waive sovereign immunity, do not waive any defenses(s), and/or do not waive any limitation(s) of liability pursuant to law. No provision in this MOU modifies and/or waives any provision of F.S.

MANAGER'S NOTARY

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2015
by _____, General Manager.

Notary Public

My Commission Expires:

CHAIRMAN'S NOTARY

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2015
by _____, Chairman.

Notary Public

My Commission Expires:

EXHIBIT G

Click on "JOBS"
Powered By CareerBuilder!

AD#351208,03/26/2015

The Brevard County Board of County Commissioners is soliciting bids and proposals for a variety of goods and services; such as, construction, equipment, and architectural/engineering services. Current bidding information is posted in various County facilities and can also be obtained from our website at www.brevardcounty.us/purchasing. The following are the bids/proposals published this week:

B-3-15-68 County Service Complex-Titusville Mod 4 Demolition - Specifications are available @ Facilities Management, 2725 Judge Fran Jamieson Way Bldg A, 2nd floor, Viera FL 32940 (321) 633-2050. A \$10 NON-FUNDABLE fee per cd is required. Pre-bid/walk thru is scheduled 04/02/15 @ 1:00 pm on site, 700 South Park Ave, Titusville, FL meeting in front of the modular. Opening is scheduled 04/16/15 @ 2:00 p.m.

P-3-15-14 Bound Counsel for the County of Brevard, FL Specifications are available @ Purchasing Services, 2725 Judge Fran Jamieson Way Bldg C #303, Viera FL 32940 (321) 617-7390. Opening I schedule 04/29/15 @ 3:00 p.m.

Lane, north of St Lucie Lane and East of Atlantic Avenue. The public hearing will be held on April 6, 2015, at 5:30 pm (or as soon thereafter as is reasonably convenient to the Planning Board). The above mentioned case will also be heard as a public hearing by the City of Cocoa Beach City Commission at their regular meeting on April 16, 2015 at 7:00 P.M. (or as soon thereafter as is reasonably convenient to the City Commission). Both public hearings will be held in the City Commission Chambers, Cocoa Beach City Hall, 2 South Orlando Avenue, Cocoa Beach, Florida.

A copy of the Agenda may be inspected at the City Development Services Department and can be found at www.cityofcocoabeach.com. Interested parties may appear at the public hearing and/or send written comments regarding the case(s) in advance to Aphi Fancon, City Planner afancon@cityofcocoabeach.com or at (321) 868-3218. All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they 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 to be based.

AD#351105,03/26/2015

CORRECTIVE NOTICE OF PUBLIC HEARING & PUBLIC COMMENT PERIOD COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

Brevard County Housing and Human Services Department is soliciting public review and comment for two Section 108 Loan Guarantee applications in the amounts of \$1,600,000 toward the construction of a new Health Department Facility and \$1,648,051 for the installation of a waterline and fire hydrants. Copies of the Section 108 Loan Guarantee applications will be available for public review and comment March 27, 2015- April 27, 2015 online at the following web address and physical addresses:

<http://www.brevardcounty.us/HumanServices/CommunityResources/CDBG>

Brevard County Housing and Human Services Department
2725 Judge Fran Jamieson Way
Building B, Suite 106,
Viera, FL 32940

Central Brevard Library
308 Forrest Avenue
Cocoa, FL 32922

These funds will be used to replace an inadequate existing Melbourne Health Department with a new 12,850 square foot building at 601 E. University Street, Melbourne, Florida, and for the installation of a waterline and fire hydrants along Satellite Blvd in the West Canaveral Groves Neighborhood Strategy Area located west of Cocoa City limits off Highway 520. The Health Department is contributing \$1,600,000 toward the construction of the new Health Department Facility through a State of Florida appropriation earmarked for the project. Brevard County's future Community Development Block Grant (CDBG) funds will be used for the repayment of the loan, with general revenue as the payer of last resort.

Citizens are invited to make written comments on the applications no later than 5:00 PM on April 27, 2015. Written comments may be delivered to Housing and Human Services Department, 2725 Judge Fran Jamieson Way, Building B, Viera, Florida 32940, fax (321) 633-2170, or e-mail Chenifa.Joiner@brevardcounty.us. Comments received after 5:00 PM on April 27, 2015 will not be addressed in the report.

A Public Hearing will be held at 9:00 AM, April 28, 2015, during the regularly scheduled board meeting of the Brevard County Board of County Commissioners at 2725 Judge Fran Jamieson Way, Building C - 1st Floor, Viera, Florida. 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 should notify Brian Breslin in the Housing and Human Services Department at (321) 633-2076 no later than 48 hours prior to the meeting.

NOTES: 21 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH EAST 1/4, A DISTANCE OF 50.00 FEET TO THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4, A DISTANCE WEST, A DISTANCE OF 25.00 FEET; THENCE RUN NORTH 89 DEGREES 25 MINUTES 25 SECONDS EAST OF 25.00 FEET; THENCE RUN NORTH 00 DEGREES 34 MINUTES 11 SECONDS EAST, A DISTANCE OF 800.00 FEET; THENCE RUN TO A POINT ON THE NORTH LINE OF WEDGE RUN SOUTH 89 DEGREES 25 MINUTES 26 SECONDS EAST, ALONG SAID NORTH LINE A DISTANCE OF 750.00 FEET TO THE POINT OF BEGINNING. FLEETWOOD HOMES, ENTERAINER, W32, L76
 GAE1675A282866C721, GAFL675B782866C721
 GEO1649241, GEO1449242
 NOTICE OF THE PARTIES AND UPON RETIREMENT OF THE CERTIFICATE OF TITLE AS PROVIDED IN 319.261 FLA. STAT., SHALL CONSTITUTE A NOTICE OF THE REALTY AND SHALL PASS WITH IT."

at the Brevard County Government
 3410 Hammock Rd., Mims, FL 32754
 North, 518 South Palm Avenue, Brevard Room, Titusville, FL 32796, on February 4, 11:00 AM.
 person claiming an interest in the surplus from the sale, if any, other than the property as of the date of the sale, must file a claim within 60 days after the sale.
 OR HAYDEN, PLLC

thony A. Hayden, Esquire
 la Bar No. 512052
 ralg Brunson, Esquire
 la Bar No. 104912
 r Hayden, PLLC
 10th Magnolia Avenue, Suite 275
 ca, Florida 32606
 phone No. 270-663-6678
 No. 813-254-4061
 rey for Plaintiff
 Primary e-mail address for electronic service of all pleadings in this case under Rule 15 is as follows:
 rce@raytorhaydenpllc.com
 u are a person with a disability, who needs any accommodation in order to participate in the proceeding, you are entitled, at no cost to you, to the provision of certain assistance. If you require assistance please contact:
 ADA Coordinator at Brevard
 Court Administration
 2825 Judge Fran Jamieson Way, 3rd floor
 Viera, Florida, 32940-8006
 (321) 633-2171 ext. 2

Attorney for Plaintiff
 200 SW 1st Avenue, 12th Floor
 Ft. Lauderdale, FL 33301
 Tel: (954) 525-4100
 Fax: (954) 525-4300
 stein@kolawyers.com
 By: Craig Brett Stein
 Craig Brett Stein, Esq.
 Florida Bar No.: 01204641255-828

AD#36445.01/12/2015

**NOTICE OF PUBLIC HEARING
 BREVARD COUNTY HOME CONSORTIUM AND
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 SUBSTANTIAL AMENDMENTS AND CITIZEN PARTICIPATION PLAN UPDATE**

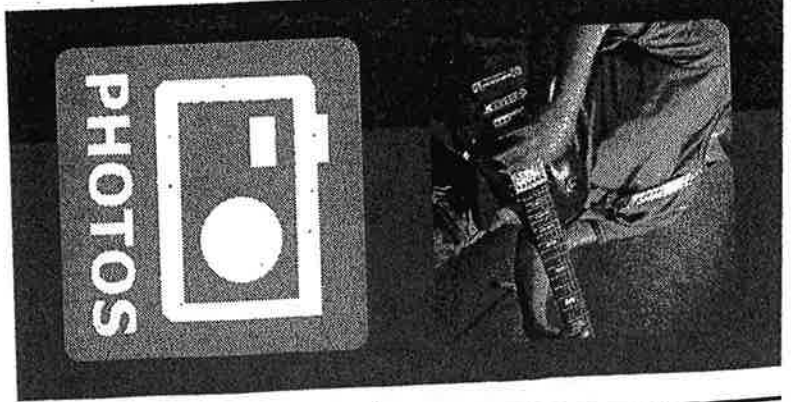
Brevard County Housing and Human Services Department is soliciting public review and comment to a Substantial Amendment of the 2011-2016 Consolidated Plan, 2014-2015 Annual Action Plan, and updated Citizen Participation Plan. These amendments/updates are required by the U.S. Department of Housing and Urban Development as Brevard County is seeking to submit two (2) Section 108 Loan applications.

If awarded, the funds would be used for two (2) projects: Installation of a waterline and fire hydrants in West Canaveral Groves, Cocoa; and construction of a health clinic at 601 E. University Boulevard, Melbourne. Repayment of loan funds would be pledged by future allocations of Brevard County Community Development Grant funds, with general revenue pledged as a last resort.

The Substantial Amendment and proposed Citizen Participation Plan will be available for public review and comment January 27, 2015 through February 27, 2015 online at <http://www.brevardcounty.us/HumanServices/HousingPrograms/AffordableHousingProgram> and at Brevard County Housing and Human Services Department (2725 Judge Fran Jamieson Way; Building B-106, Viera) from 8:00 a.m. until 5:00 p.m. Agencies, groups and individuals are encouraged to share their ideas and comments with County staff and the general public.

A public hearing will be held at 9:00 a.m. March 3, 2015 during the regularly scheduled Board of County Commissioners meeting at 2725 Judge Fran Jamieson Way, Building C, Viera. 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 should notify Brian Breslin in the Housing and Human Services Department no later than 48 hours prior to the meeting at (321) 633-2076.

participate in a court proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Court Administration at (321) 633.2171x2. If you are hearing or voice impaired, call (800) 955.8771; Or write to: Court Administration, Moore Justice Center, 2825 Judge Fran Jamieson Way, Viera, Florida 32940.



DRAFT

BREVARD COUNTY

SECTION 108 LOAN GUARANTEE

BREVARD COUNTY HEALTH DEPARTMENT BUILDING REPLACEMENT

LOAN REQUEST

Brevard County is requesting \$1,600,000 in Section 108 Loan Guarantee funds as a contribution to a new medical health facility to be constructed by the Brevard County Health Department. The Health Department is also contributing \$1,600,000 to the project through a State of Florida appropriation earmarked for the project.

PROJECT DESCRIPTION

The current 9.5 acre site was a former State Department of Motor Vehicles (DMV) site that was abandoned by the State many years ago. The legal description of the site is provided as Exhibit A. The State declared the property "surplus" and invited proposals for a new use. The County Health Department responded and was awarded the site. On January 13, 2013, the County Health Department entered into a 50-year lease of the site from the Florida Department of Environmental Protection (DEP), Division of State Lands for \$300 per year for the term of the lease. The lease is provided as Exhibit B. Brevard County is required to provide space for the operations of the medical facility (as it does in the current, inadequate facility) and therefore has a sublease on the property (the sublease is provided as Exhibit C). County Health then submitted a proposal for inclusion of \$1,600,000 in the State's 2014 Fiscal Year budget, which was approved (Exhibit D). The plans and specification for the new facility are being finalized with revenues provided by the State.

PROJECT HISTORY

The funding is to replace an inadequate existing Melbourne Clinic facility with a new 12,850 square foot building. The Health Department serves lower-income, indigent and minority persons with its largest program being the Women, Infant and Children (WIC) program. The Health Department faces increasing demands for its services while operating with lower appropriations from the State. The location of the new site is important to serving its client communities. In requesting authority to control the site, Brevard County Health noted "This is a low-income community with a targeted population that can be well served with accessible Health Department programs. One of our programs in great need of expanding and outreaching to this part of the County is our WIC (Women, Infant and Children) program." The Health Department noted the importance of the location of the site. "Transportation of low-income residents from the southernmost part of Brevard County to our existing facilities is oftentimes problematic when they seek out our services. The large number of low-income neighborhoods in this part of Brevard County makes it ideal for the Brevard County Health Department to expand its services

there. Having available land and a facility would allow our limited financial resources to be more effectively utilized by providing needed direct public health services to this low-income community”.

The Brevard County Health Department provides public health services to all residents and visitors in Brevard County, and clinical services for uninsured and low-income residents of Brevard County. The Brevard County Health Department is the only provider of WIC (Women, Infant and Children) services as well as the only provider of indigent, uninsured and low-income maternity services in the county.

Access is provided to the indigent, uninsured and low-income population at three public health facilities located in the north, central and south portions of the county at Titusville, Viera and Melbourne. The new facility will replace the current Melbourne clinic.

The number of services provided during the July 2013-June 2014 fiscal year is as follows:

| <u>Program</u> | <u>Number of Client Visits</u> | <u>Number of Services</u> |
|-------------------------------|--------------------------------|---------------------------|
| Immunizations | 9,095 | 10,874 |
| Sexually Transmitted Diseases | 3,212 | 4,545 |
| Tuberculosis | 2,596 | 3,095 |
| Hepatitis | 1,346 | 1,587 |
| WIC (Women, Infant, Children) | 14,968 | 118,138 |
| Family Planning | 5,656 | 11,507 |
| Maternity | 2,753 | 17,305 |
| Adult Health | 4,061 | 9,258 |
| Dental | 3,566 | 6,717 |
| Environmental Health | 6,422 | 19,958 |

The Brevard County Health Department is recognized as providing effective and innovation programs. Since 2000, the Department has received Thirteen National Association of County and City Health Officials (NACCHO) Model Practices awards, Six NACCHO Promising Practices awards and over 50 Davis Productivity Awards. The awards have included a wide variety of programs including: At-Risk Population Benefits from Health Care Access Initiative, Epidemiology Field Team for Cruise Ships, Improved Delivery Outcomes for Indigent Clients, No-Scalpel Vasectomy program, Sexually Transmitted Disease Fast Track Treatment, Sexual Assault Examination and Response, and Improved Epidemiology Response to Disasters through Hurricane Katrina Deployment, to name just a few of the awarded programs. A complete listing of the awards is provided as Exhibit E.

Part of the success of the Health Department comes from its more than 50 "Partners", who work in collaboration with the Department. The Partners include, among others, the American Cancer Society, American Lung Association, Brevard County Emergency Management Services, Brevard County Housing and Human Services (responsible for this HUD application), Brevard County Medical Examiner, Department of Children and Families, Family Counseling Center, the University of Central Florida and the United Way. A complete list of the Partners is provided as Exhibit F.

NATIONAL OBJECTIVE

The project meets the national objective as it benefits low- and moderate-income families under 24 CFR 570.208(a)(2)(A), limited clientele.

ELIGIBLE ACTIVITY

The health facility is eligible as a public facility under 24 CFR 570.201(c) and 570.207. The Health Department has entered into a 50-year lease on the property. The County has entered into a 25-year sublease and is considered the "owner" of the property for CDBG program purposes while it possesses the property and the property is under the County's direct control. The County has agreed to the arrangement as the County is required to provide space for the health facility pursuant to contract between the County and the Department of Health. (Exhibit G).

PUBLIC BENEFIT STANDARD

The health clinic will serve individuals they verify as eligible under 570.208(a)(2)(A). The health clinic uses the following eligibility guidelines:

- Brevard County resident
- Family income below 100% of the Federal poverty guidelines
- Currently not covered by Medicare, private health insurance, military health benefits or other insurance
- Currently not enrolled in a similar medical program such as: hospital primary care, community health clinic, health alliance, etc.
- Many of the patients seen by the Health Department are covered by Medicaid, especially maternity patients. The P.A.T.H. (Primary Access to Health) program covers low-income patients under 100% of the poverty level that are not covered by Medicaid, but the Department clinics also see low-income maternity patients covered by Medicaid.

The comparison between the HUD guidelines and the federal poverty level are provided below:

| Persons in Family | HUD Extremely Low (30%) AMI | 2014 Poverty Guidelines |
|-------------------|--------------------------------|----------------------------|
| 1 | 12,750 | 11,670 |
| 2 | 15,730 | 15,730 |
| 3 | 19,790 | 19,790 |
| 4 | 23,850 | 23,850 |
| 5 | 27,910 | 27,910 |
| 6 | 31,970 | 31,970 |
| 7 | 36,030 | 36,030 |
| 8 | 40,090 | 40,090 |

The County Health Department will maintain the required records that verify the eligibility of the clients at the clinic.

SOURCES AND USES

The Health Department will expend the \$1,600,000 from the State appropriation before the Section 108 funds are provided to complete the construction and cover the contingency.

Sources and Uses

| | State Funds | Section 108 | Total |
|--------------|--------------|--------------|--------------|
| Land | \$ - | | \$ - |
| Permitting | \$ 280,000 | | \$ 280,000 |
| Design | \$ 420,000 | | \$ 420,000 |
| Construction | \$ 900,000 | \$ 1,200,000 | \$ 2,100,000 |
| Contingency | | \$ 400,000 | \$ 400,000 |
| Total | \$ 1,600,000 | \$ 1,600,000 | \$ 3,200,000 |

The land is being leased from the State and no value is attributed to the possessory interest in the land.

ENVIRONMENTAL CLEARANCE

Brevard County has determined that the project qualifies for a Categorical Exclusion in accordance with 24 CFR 58.35. The County maintains the Environmental Review Record regarding the project.

PROJECT SCHEDULE

The Health Department is utilizing a portion of their \$1,600,000 in State funding to pay for the plans and specifications and permits leading up to the awarding of a construction contract.

| | |
|------------------------------------|------------------|
| Execution of lease with State | Completed |
| Execution of sub-lease with County | March 31 |
| Complete plans and specification | March 15 |
| Go out for bids | April 1 |
| Acceptance of bids | May 1 |
| Begin construction | June 1 |
| Complete construction | February 1, 2016 |
| Certificate of Occupancy | March 1 |

PARTICIPANT'S CAPACITY AND EXPERIENCE

The Health Department has retained Hanson & Associates to design the building and prepare the plans and specifications. The Health Department has also retained Biltmore Construction as the construction manager for the project. Biltmore Construction will act as the General Contractor and retain the subcontractors for the various construction activities. Hanson & Associates will inspect the construction and verify the level of completion before the Health Department and the County approves payment.

Hanson & Associates has designed more than 4,800 projects in Central Florida including residential, commercial, hotels and resorts, industrial and institutional. For public sector clients they have constructed schools, fire stations, hospitals, libraries and community colleges.

Biltmore Construction has provided services since 1954. Their construction activities include government and commercial buildings, sports and recreation facilities, academic buildings, museums and libraries. Sample projects include the Department of Health Center of Excellence in Miami, Broward County Environmental Protection Department Lab, City of Seminole Emergency Operations Center and Public Works Building, University of Florida Library West and the University of South Florida Recreation Center Expansion and Student Dining.

Brevard County has participated in the Community Development Block Grant (CDBG) program since its inception in 1974. For the current year, the County administers \$1,747,218 in HUD funds including \$1,146,491 in CDBG grant funds and \$600,727 in HOME funds. In addition the County received \$1,405,268 in SHIP funds for the State Fiscal Year 2014-2015. The County also received and administered \$3,849,103 in eight additional program/funding as outlined in the County's 2013-14 Consolidated Annual Performance and Evaluation Report (CAPER). The County has utilized \$3,000,000 from the HUD pre-award program to fund the Sharpes Community Center, which completed repayment in FY2012-13..

REPAYMENT AND SPREADSHEET

The payment of the Section 108 principal and interest will be from the County's annual CDBG funds as identified in the Annual Action Plan and Consolidated Plan. The County has decided to operate under the Interim Interest program, unless and until interest rates increase significantly. The projected Section 108 repayment schedule is provided as Exhibit H.

COLLATERAL

The additional security for the payment of the Section 108 loan is a General Fund pledge. Exhibit I is the Resolution by the County Board of Commissioners approved at the Public Hearing on March 31, 2015.

PROJECT IMPLEMENTATION

The construction of the health facility will be carried out under the direction of the Health Department utilizing the design and inspection services of Hanson & Associates, and the construction services of Biltmore Construction identified in a previous section of this application.

CERTIFICATIONS AND PUBLIC PARTICIPATION

The use of Section 108 funds for the health clinic was presented at a public hearing held on March 3, 2015 when the 2011-2016 Consolidated Plan and the 2014-2015 Annual Action Plan were amended to include the project. The public notice of the proposed Substantial Amendment was published in the Florida Today Newspaper on January 12, 2015. No comments on the proposed amendments were received. A second public hearing to seek formal authorization to submit the Section 108 application was held on March 31, 2015. Both public hearing notices and certification by the County Clerk as to the proper posting on the notices are provided as Exhibit J.

RELOCATION, DISPLACEMENT AND ACQUISITION COMPLIANCE

The project does not involve relocation, displacement or acquisition activities.

REQUEST FOR PREDEVELOPMENT COST REIMBURSEMENT

The County requests authorization of the payment of pre-award costs pursuant to 570.200(h).

CONTACT PERSON – County

Ian Golden
Department Director
Housing and Human Services
Brevard County
2525 Judge Fran Jamison Way, Building B
Viera, FL 32940
(321) 633-2007
Ian.golden@brevardcounty.us

Health Department

Bob Vitto
Administrative Services Director
Brevard County Health Department
Florida Department of Health
2575 N. Courtenay Parkway
Merritt Island, FL 32953
(321) 454-7143
robert.vitto@flhealth.gov

- Exhibit A – Site legal description
- Exhibit B – Department of Health lease with the State DEP, Division of State Lands
- Exhibit C – Brevard County sublease with the Department of Health
- Exhibit D – State Cash Commitment for Budget Appropriation Utilizing CHD Trust Funds
- Exhibit E – Complete listing of the County Health Department awards
- Exhibit F – Complete listing of the County Health Department “Partners”.
- Exhibit G – Contract between Brevard County and the Health Department
- Exhibit H – Section 108 Repayment Schedule
- Exhibit I – County Resolution Committing the Additional Security
- Exhibit J – Public Hearing Documentation

Exhibit A

EXHIBIT A – SITE LEGAL DESCRIPTION

That part of: The West ½ of the SE ¼ of Section 10, Township 28 South, Range 37 East, Brevard County, Florida, described as follows:

Commence on the South Line of Section 10, Township 28 South, Range 37 East, at a point 1364.43 feet North 88 degrees, 58'00" West of the Southeast corner of said Section 10, thence run North 00 degrees 31'15" East a distance of 1674.09 feet for the Point of Beginning, thence run North 88 degrees 51'00" West a distance of 700 feet, thence run North 00 degrees 51'15" East, a distance of 823 feet, thence run South 88 degrees 51'00" East a distance of 300 feet, thence run South 00 degrees 31'15" West a distance of 415 feet, thence run South 88 degrees 31'15" West, a distance of 408 feet to the Point of Beginning, containing 410,100 square feet (9.41 acres) more or less.

Subject to all easements, restrictions and reservations of record, if any.

Exhibit B

SALL

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4703

This lease is made and entered into this 11th day of
January 2013, between the BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred
to as "LESSOR", and the STATE OF FLORIDA DEPARTMENT OF HEALTH,
hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA holds title to certain lands and
property being utilized by the State of Florida for public purposes,
and

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA is authorized in Section 253.03, Florida
Statutes, to enter into leases for the use, benefit and possession of
public lands by state agencies which may properly use and possess
them for the benefit of the people of the State of Florida.

NOW, THEREFORE, the parties, for and in consideration of the
mutual covenants and agreements hereinafter contained, LESSOR leases
the below described premises to LESSEE subject to the following terms
and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and
obligations herein shall be exercised by the Division of State Lands,
State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is
situated in the County of Brevard, State of Florida and is more
particularly described in Exhibit "A" attached hereto and hereinafter
referred to as "leased premises".
3. TERM: The term of this lease shall be for a period of fifty
years commencing on January 11, 2013 and ending on

January 10, 2013, unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: LESSEE shall manage the leased premises only for the establishment and operation of Health Services for the State of Florida in Brevard County area, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.
6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.
7. RIGHT OF INSPECTION: LESSOR or its duly authorized agents shall have the right at any and all times to inspect the leased premises and the works and operations thereon of LESSEE in any matter pertaining to this lease.
8. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the Division of State Lands, State of Florida Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Land Use Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and

receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

9. INSURANCE REQUIREMENTS: LESSEE shall procure and maintain fire and extended risk insurance coverage, in accordance with Chapter 284, F.S., for any buildings and improvements located on the leased premises by preparing and delivering to the Division of Risk Management, State of Florida Department of Insurance, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this lease immediately upon erection of any structures as allowed by paragraph 4 of this lease. A copy of said form and immediate notification in writing of any erection or removal of structures or other improvements on the leased premises and any changes affecting the value of the improvements shall be submitted to the following: Bureau of Public Land Administration, Division of State Lands, State

of Florida Department of Environmental Protection, Mail Station 130,
3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.

10. LIABILITY: LESSEE shall assist in the investigation of injury or damage claims either for or against LESSOR or the State of Florida pertaining to LESSEE'S respective areas of responsibility under this lease or arising out of LESSEE'S respective management programs or activities and shall contact LESSOR regarding the legal action deemed appropriate to remedy such damage or claims.

11. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Division of Historical Resources of the State of Florida Department of State. The Land Use Plan prepared pursuant to Section 253.034, Florida Statutes, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

12. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.

13. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

14. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to

termination of this lease, and if necessary a Phase II environmental site assessment.

15. SURRENDER OF PREMISES: Upon termination or expiration of this lease LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, written notification shall be made to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3600 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of all or any part of the leased premises. Notification shall include a legal description, this lease number and an explanation of the release. The release shall only be valid if approved by LESSOR through execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises, a representative of the Division of State Lands shall perform an on-site inspection and the keys to any buildings on the leased premises shall be turned over to the Division. If the improvements do not meet all conditions as set forth in paragraphs 19 and 22 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

16. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved

by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

17. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

18. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purposes of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE shall be fully compensated for any and all damages that might result to the leasehold interest of LESSEE by reason of such exploration and recovery operations.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

21. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose location, and design. Further, no trees other than non-

native species shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE, which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

22. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

23. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

24. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

25. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed

as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

26. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

27. CONDITIONS AND COVENANTS: All of the provisions of this lease shall be deemed covenants running with the land included in the leased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

28. NOTICES: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of
Environmental Protection
Division of State Lands
Bureau of Public Land Administration, MS 130
3500 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

LESSEE: State of Florida Department of Health
4052 Bald Cypress Way Bin #206
Tallahassee, Florida 32399

29. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent

properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time.

In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state, or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. Nothing

herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

30. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

31. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease and LESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to Chapter 119, Florida Statutes.

32. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

33. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.
34. TIME: Time is expressly declared to be of the essence of this lease.
35. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.
36. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.
37. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.
38. SPECIAL CONDITIONS: The following special conditions shall apply to this lease: None.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Victoria F. Thompson
Witness

Victoria F. Thompson
Print/Type Witness Name

By: [Signature] (SEAL)
SCOTT E. WOOLAM, CHIEF,
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF STATE
LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Joseph Duncan
Witness

Joseph Duncan
Print/Type Witness Name

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 11th day of January 2013, by Scott E. Woolam, as Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection. He is personally known to me.

Victoria F. Thompson
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Approved as to Form and Legality

By: [Signature]
DEP Attorney

Adam Stahl
Witness
Adam Shickler
Print/Type Witness Name
R. C. Dill
Witness
Kim E. Barnhill
Print/Type Witness Name

STATE OF FLORIDA DEPARTMENT OF HEALTH
By: John H. Armstrong (SEAL)
John H. Armstrong, MD, FACS
Print/Type Name
Title: Surgeon General and Secretary
of the Florida Department of Health
"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 4
day of January 2013, by John H. Armstrong, MD, FACS, as
Surgeon General and Secretary of the Florida Department of Health, on
behalf of the State of Florida Department of Health. He is personally
known to me or who has produced _____ as
Identification.

Margaret H. Medina
Notary Public, State of Florida
Margaret H. Medina
Print/Type Notary Name



Commission Number: DD883185
Commission Expires: April 23, 2013

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

That part of: The West $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10, Township 28 South, Range 37 East, Brevard County, Florida, described as follows:

Commence on the South line of Section 10, Township 28 South, Range 37 East, at a point 1364.43 feet North $88^{\circ}58'00''$ West of the Southeast corner of said Section 10, thence run North $00^{\circ}31'15''$ East, a distance of 1674.05 feet for the Point of Beginning, thence run North $88^{\circ}51'00''$ West a distance of 700 feet, thence run North $80^{\circ}31'15''$ East, a distance of 823 feet, thence run South $88^{\circ}51'00''$ East a distance of 300 feet, thence run South $00^{\circ}31'15''$ West a distance of 415 feet; thence run South $88^{\circ}51'00''$ East, a distance of 400 feet, thence run South $00^{\circ}31'15''$ West, a distance of 408 feet to the Point of Beginning, containing 410,100 square feet (9.41 acres) more or less.

Subject to all easements, restrictions and reservations of record, if any.

ESM APPROVED
By Date 8/22/11

Exhibit C

SAS1

(NAME OF SUBLESSOR)

DRAFT

SUBLEASE AGREEMENT

Sublease Number _____

THIS SUBLEASE AGREEMENT is made and entered into this ___ day of _____, 2014, between the STATE OF FLORIDA DEPARTMENT _____, hereinafter referred to as "SUBLESSOR" and BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as "SUBLESSEE".

WHEREAS, the SUBLESSOR has previously entered into a LEASE agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida dated January 11, 2013 with a lease term beginning on January 11, 2013 and ending on January 10, 2063 (LEASE number 4703);

WHEREAS, the LEASE authorizes the SUBLESSOR to utilize the leased premises for the purpose of the establishment and operation of health services and other related uses in Brevard County;

WHEREAS, the SUBLESSOR and SUBLESSEE wish to enter into this SUBLEASE to authorize the SUBLESSEE to assist the SUBLESSOR in the provision of health and other related services in Brevard County aa authorized and encouraged pursuant to Part 1 of Chapter 154, Florida Statutes.

WITNESSETH:

In consideration of covenants and conditions set forth herein, SUBLESSOR subleases the below-described premises to SUBLESSEE on the following terms and conditions:

1. **ACKNOWLEDGEMENTS:** The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEE") and is currently managed by SUBLESSOR as a _____ under "TRUSTEES" Lease Number 4703.

2. **DESCRIPTION OF PREMISES:** The property subject to this sublease is situated in the County of Brevard, State of Florida, and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. **TERM:** The term of this sublease shall be for a period of _____ years commencing on _____ and ending on _____, unless sooner terminated pursuant to the provisions of this sublease.
4. **PURPOSE:** SUBLESSEE shall manage the subleased premises only for the operation and maintenance of public health services, along with other related uses necessary for the accomplishment of this purpose as designated in the Operational Report required by paragraph 17 of this sublease.
5. **QUIET ENJOYMENT AND RIGHT OF USE:** SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to the full quiet and enjoyment by said SUBLESSEE of the rights conveyed herein.
6. **CONFORMITY:** This sublease shall conform to all terms and conditions of that certain lease between the TRUSTEES and SUBLESSOR dated January 11, 2013, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall, through its agents and employees, prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.
7. **ASSIGNMENT:** This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES or SUBLESSOR shall be void and without legal effect.
8. **RIGHT OF INSPECTION:** The TRUSTEES and SUBLESSOR or their duly authorized agents shall have the right at any time to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.
9. **PLACEMENT AND REMOVAL OF IMPROVEMENTS:** All buildings, structures, improvements, and signs shall be constructed at the expense of the SUBLESSEE in

accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location, and design. Further, no trees, other than non-native species, shall be removed or major land alterations done by SUBLESSEE without the prior written approval of SUBLESSOR. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises realty will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

10. **INSURANCE REQUIREMENTS:** SUBLESSEE shall procure and maintain fire and extended risk insurance coverage, in accordance with Chapter 284, Florida Statutes, for any buildings and improvements located on the subleased premises by preparing and delivering to the Division of Risk Management, State of Florida Department of Financial Services, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this sublease immediately upon erection of any structures as allowed by paragraph 4 of this sublease. A copy of said form and immediate notification in writing of any erection or removal of structures or other improvement on the subleased premises and any changes affecting the value of the improvements will be submitted to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.
11. **LIABILITY:** SUBLESSEE shall assist in the investigation of injury or damage claims either for or against SUBLESSOR, the TRUSTEES or the State of Florida pertaining to SUBLESSEE's respective areas of responsibility under this sublease or arising out of SUBLESSEE's respective management programs or activities and shall contact SUBLESSOR regarding the legal action deemed appropriate to remedy such damage or claims.
12. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance or archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan

prepared pursuant to Section 253.034, Florida Statutes, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the subleased premises.

13. **EASEMENTS:** All easements including, but not limited to utility easements, are expressly prohibited without the prior written approval of the TRUSTEES and SUBLESSOR. Any easement not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.
14. **SUBSUBLEASES:** This sublease is for the purposes specified herein and any sub-subleases of any nature are prohibited, without the prior written approval of the TRUSTEES and SUBLESSOR. Any sub-subleases not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal action.
15. **ENVIRONMENTAL AUDIT:** At SUBLESSOR's discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.
16. **SURRENDER OF PREMISES:** Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, written notification shall be made to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of all or any part of the subleased premises. Notification shall include a legal description, the lease number, and this sublease number and an explanation of the release. The release shall only be valid if approved by the TRUSTEES and SUBLESSOR through the execution of a release of sublease instrument executed with the same formality as this sublease. Upon termination or expiration of this sublease, all improvements, including both physical structures and modifications to the subleased premises, shall become the property of SUBLESSOR and the TRUSTEES unless

SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of the SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR's sole discretion. Prior to surrender of all or any part of the subleased premises, SUBLESSOR shall perform an on-site inspection and the keys to any buildings on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises and improvements located thereon do not meet all conditions as set forth in paragraphs 9 and 22 and ~~23~~ herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

17. **OPERATIONAL REPORT:** SUBLESSEE shall prepare and submit an Operational Report to the TRUSTEES and SUBLESSOR within one year of the effective date of this sublease. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Operational Report for the subleased premises. The Operational Report shall be submitted to the SUBLESSOR in draft form for review and comments within ten months of the effective date of this sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of the subleased premises in any way including, but not limited to, funding, permit application, design or building contracts, until the Operational Report required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE's own risk. The approved Operational Report shall provide the basic guidance for all activities conducted on the subleased premises. SUBLESSEE shall not use or alter the subleased premises except as provided in the approved Operational Report without the prior written approval of the TRUSTEES and SUBLESSOR.

18. **BEST MANAGEMENT PRACTICES:** SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected,

developed, or approved by the TRUSTEES and SUBLESSOR or other land managing agencies for the protection and enhancement of the subleased premises.

19. **PUBLIC LANDS ARTHROPOD CONTROL PLAN:** SUBLESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this sublease all of the environmentally sensitive and biologically highly productive lands contained within the subleased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.
20. **MINERAL RIGHTS:** This sublease does not cover petroleum or petroleum products or minerals and does not give the right to the SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the sublease-hold interest of SUBLESSEE by reason of such exploration and recovery operations.
21. **UTILITY FEES:** SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water, telephone, and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.
22. **MAINTENANCE:** SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair, including but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.
23. **ENTIRE UNDERSTANDING:** This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.

24. **BREACH OF COVENANTS, TERMS OR CONDITIONS:** Should SUBLESSEE breach any of the covenants, terms or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of breach including, but not limited to, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.
25. **NO WAIVER OF BREACH:** The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms, and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.
26. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the subleased premises is held by the TRUSTEE. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.
27. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
28. **CONDITIONS AND COVENANTS:** All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

29. **TIME:** Time is expressly declared to be of the essence of this sublease.

30. **DAMAGE TO THE PREMISES:** (a) SUBLESSEE shall not do, or suffer to be done, in, on, or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants, or pollution, including, but not limited to, hazardous or toxic substances, chemicals, or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability, or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE's failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration, and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE's such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage.

SUBLESSEE's obligations set forth in this paragraph shall survive the termination or expiration of this sublease. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE's activities or facilities. Upon discovery of a release of a

hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order, or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

31. **PAYMENT OF TAXED TAXES AND ASSESSMENTS:** SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxed of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises during the effective period of this sublease.
32. **RIGHT OF AUDIT:** SUBLESSEE shall make available to the TRUSTEES or SUBLESSOR all financial and other records relating to this sublease and the TRUSTEES or SUBLESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to Chapter 119, Florida Statutes.
33. **NON-DISCRIMINATION:** SUBLESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.
34. **COMPLIANCE WITH LAWS:** SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.
35. **GOVERNING LAW:** This sublease shall be governed by and interpreted according to the laws of the State of Florida.

36. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this sublease or any provisions thereof.

37. **ADMINISTRATIVE FEES:** SUBLESSEE shall pay TRUSTEES an annual administrative fee of \$300 pursuant to Subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this sublease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

38. **SPECIAL CONDITIONS:** The following special conditions shall apply to this sublease:

- Lease shall be ~~co~~terminous concurrent with the lease agreement with the TRUSTEES State;
- The SUBLESSEE'S Community Action Team will also be located in the new Facility; *Is there a square footage or schematic that can be included as an attachment*
- Lease shall be for approximately 3.0 acres (NEED LEGAL DESCRIPTION);
- ~~\$300 payment for Administrative Fees (Paragraph 37) will be the responsibility of the STATE (PHU);~~ covered below
- Property Insurance will be the responsibility of SUBLESSEE/COUNTY;
- Notwithstanding the requirements set forth herein, Paragraphs 17, 18, 19, 21, 22, 31 & 37 will be the responsibility of the SUBLESSOR/STATE (PHU).
- The parties acknowledge that the SUBLESSEE has obtained a loan through the United States Housing and Urban Development Department to finance the construction of a facility on the leased premises for use of the LESSEE to provide services as the Brevard County Health Department; that the SUBLESSEE obtained the loan based on the representation that the facility would be used for services provided primarily by the Brevard County Department of Health and is obligated to repay the loan. Should the LESSOR OR LESSEE (under LEASE number 4703) ever change the use of the facility, the LESSOR/TRUSTEES/STATE agrees that it will thereafter be responsible for paying the balance of the payments remaining due on the loan from the United

States Housing and Urban Development Department or reimburse the County for continuing to make such payments on the loan.

IN WITNESS WHEREOF, the parties have caused this sublease agreement to be executed on the day and year first above written.

Witness

BY: _____
(SEAL)

Print/Type Witness Name

Print/Type Name

Witness

"SUBLESSOR"

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as known to me or who has produced _____ as identification.

Notary Public, State of Florida

Commission Number:

Commission Expires:

Witness

BY: _____
(SEAL)

Print/Type Witness Name

Print/Type Name

Witness

"SUBLESSEE"

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2015, by _____ as
_____, who is/are personally
known to me or who has produced _____ as identification.

Notary Public, State of Florida

Commission Number:

Commission Expires:

Consented to by the TRUSTEES this ____ day of _____, 2015.

GLORIA C. BARBER, OPERATIONS AND
MANAGEMENT CONSULTANT MANAGER,
BUREAU OF PUBLIC LAND ADMINISTRATION,

**DIVISION OF STATE LANDS, STATE OF
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

Approved as to Form and Legality

By: _____
DEP Attorney

EXHIBIT "A"
Legal Description of the Subleased Premises

AWAITING FROM STATE

Exhibit D

Mission
To protect, promote, & improve
the health of all people in Florida
through integrated state, county,
& community efforts.



Rick Scott
Governor

John H. Armstrong, MD, FACS
State Surgeon General

Vision: To be the Healthiest State in the Nation

September 29, 2014

Tom Matthias, RA, Administrator
Florida Department of Health
Design and Construction Section
4052 Bald Cypress Way, Bin #B06
Tallahassee, Florida, 32399-1734

Re: **CASH COMMITMENT FOR BUDGET APPROPRIATION UTILIZING CHD TRUST FUNDS**

Project Name: **Brevard (Melbourne) CHD - Replacement Facility**
Project Number: **71405100**

Dear Mr. Matthias:

The above mentioned County Health Department hereby acknowledges the commitment of cash from the CHD Trust Fund to be used with the appropriated and/or assigned budget for the above noted project. The amount displayed below represents the total cumulative cash committed for this project.

| | <u>Date:</u> | <u>Amount Committed:</u> |
|---------------------|--------------|---|
| Original Commitment | 9/25/2014 | 1,100,159.98 |
| Revision 1: | 9/25/2014 | 443,817.98 transfer commitment from #1205100 |
| | | \$ 1,543,977.96 Total Cumulative Cash Committed |

The Design and Construction Section is not to commit funds in excess of the above amount without mutual agreement and written modification of this commitment authorizing such increase and the CHD agrees to not expend or commit these funds to other than this use until final payment and close-out of this project. Should the project be terminated without completion at our request, the Design and Construction Section is authorized to pay for all commitments made and due, as a result of and in conformance with this funding commitment.

The County Health Department will submit a Core Contract amendment including Attachment V reserving project cash in this amount within 30 days of this letter. Upon receipt of the contract amendment, the Bureau of Budget Management will transfer cash in this amount from the CHD Trust Fund to the FCO Account.

Sincerely,

Heidar G. Heshmati, M.D., M.P.H., Ph.D.
Brevard County Health Department

cc: **Bob Vitto, CHD Business Manager**
Ken Tilbury, Project Manager
Laura Routt, FCO Budget Manager

Exhibit E

Brevard County Health Department

Awards History

2000:

Davis Productivity Awards – 2000

Certificates

- Patti Seibert
- No-Scalpel Vasectomy
- Immunization Team
- At-Risk Population Benefits from Health Care Access Initiative
- (PATH) – Rockledge. Award:

2001:

Davis Productivity Awards - 2001

- Evaluation and Treatment of Abnormal Pap Smear – Maternal Health Care Team
- (Bruce Pierce and Mary Walker)
- Brevard Dentists Care: Volunteer Adult Dental Clinic
- One Stop Permitting – Environmental Health

2002

Davis Productivity Awards - 2002

- Parking Lot Shots - (Elizabeth Carroll / Rhonda Shrewsberry)
- Countywide Anthrax Response Line - (Carol Krug)

2003:

Davis Productivity Awards – 2003

- Epidemiology Field Team for Cruise Ships
- Streamlined Breast and Cervical Cancer Programs
(Julie Byczek and Bonnie Borden - \$300)

2004:

Davis Productivity Awards - 2004

- Improved Delivery Outcomes for Indigent Clients
- Restructured Volunteer Adult Dental Program

NACCHO Model Practice Awards– 2004 (2)

- Volunteer Adult Dental Services
- Cervical Cancer Screening Program

Other Awards - 2004

Best Poster for Infectious Disease Epidemiology – Give by the 9th Statewide Epidemiology Seminar

- Saroj Aggarwal, MD, MBA, Director of Epidemiology, BCHD
- Barry Inman, Senior Epidemiologist, BCHD
- Pam Hamilton, Director, School Health Program, BCHD

2005:

Davis Productivity Awards - 2005

- School Physicals Team – Productivity Award
- Hand Hygiene Task Force– Productivity Award
- Influenza/Pneumonia Outreach Team – Certificate of Commendation
- Dental Assistance Team – Certificate of Commendation
- Clinical Services Evaluation Team – Certificate of Commendation
- Pediatric Health Insurance Team – Certificate of Commendation

NACCHO Model Practice Award – 2005

- Maternal Health Services – Model Practice

Other Awards - 2005

- Florida Medical Association – President's Recognition Award for Humanitarianism
Heidar Heshmati, MD, MPH, PhD, Director BCHD
- TB Program of the Year 2005 – State of Florida

2006

Davis Productivity Awards - 2006

- Sustained Exemplary Performance – Brevard County Health Department
- Sustained Exemplary Performance – Carol Carney, RN
- Sustained Exemplary Performance – Ella Wilson, Nutrition
- Improved Epidemiological Response to Disasters through Hurricane Katrina Deployment- Barry Inman
- Improved DOH Staff Recovery Through Critical Stress De-briefing - Loretta Goggin
- Interpretation Services – Alexa Dopel
- Facilities Hurricane Recovery Team – Sheldon and staff
- Hurricane Clinical Services Response Team – BCHD, HOPE, Health First, Melbourne clinical and support staff
- Influenza Vaccination Response Team – Dr Heshmati, Managers, clinical staff
- PATH Clinical Team – Carol Carney and PATH staff
- Puffer Fish Alert Team – George Jackow, Dean Bodenger, and Joy Hill
- Rockledge Clinic WE CARE Team – Linda Camomilli, Jane Ann Simmons and Robin Benton
- Titusville Teen Family Planning Clinic

NACCHO Model Practice Award - 2006 (4)

- Managed School Health Program
- Puffer Fish Prevention "If You Eat Puffer, You Will Suffer" Video Project
- "Super Hand," Hand Hygiene Program
- No-Scalpel Vasectomy

Other Awards – 2006

- **Outstanding Environmental Health Professional Award for 2006** – Given by the Florida Environmental Health Association for significant contributions to the Environmental Health Profession.
Melissa Brock, R.E.H.P., Environmental Health Director, BCHD

2007

Davis Productivity Awards - 2007

- Sustained Exemplary Performance – Carole Foxworth (Eagle)
- Sustained Exemplary Performance – Vernon King (Eagle)
- Sustained Exemplary Performance – Barry Inman (Eagle)
- Streamlined Vital Statistics Operation
- Reduced Disease Burden through Rapid Response (Cruise Ship Immu)
- Fast Track Sexually Transmitted Disease Treatment
- Broadening the use of Client Satisfaction Responses

NACCHO Model Practice Award – 2007 (2)

- Cruise Ship Immunizations
- Special Needs Shelters

Other Awards – 2007

- **Robert D. May Award for 2007** – Given by the Florida Public Health Association for significant accomplishments advancing public health at the local or state level.
Heidar Heshmati, MD, MPH, PhD, Director BHCD
- **Certificate of Merit for 2007** – Given by the Florida Medical Association for extraordinary professional achievements and clear dedication for the practice of medicine.
Heidar Heshmati, MD, MPH, PhD, Director, BHCD
- **Proclamation for 2007** – Brevard County Board of County Commissioners - Given for tremendous dedication and loyal public service as evidenced by the receipt of the Robert D. May Award for 2007.
Heidar Heshmati, MD, MPH, PhD, Director, BCHD
- **Best Written Article by a Physician for 2005-2006-2007** – Given by the Florida Medical Association.
Heidar Heshmati, MD, MPH, PhD, Director, BCHD

2008

Davis Productivity Awards – 2008

- Sustained Exemplary Performance – Heidar Heshmati (Eagle)
- Sustained Exemplary Performance – Teresa Miller (Eagle)
- Sustained Exemplary Performance – Bruce Pierce (Eagle)
- Sustained Exemplary Performance – Lynda Camomilli (Eagle)
- Sexual Assault Examination Response Team (Plaque)
- HIV/AIDS Customer Service Action Team (Plaque)
- Student Clinical Rotation Learning Experience (Certificate)
- Komen Grant Process Re-alignment Team (Certificate)
- Rockledge Early Bird Team (Certificate)

NACCHO Promising Practice – 2008

- Sexually Transmitted Disease, Fast Track Treatment

2009

Davis Productivity Awards – 2009

- Sustained Exemplary Performance – George Jackow
- Sustained Exemplary Performance – Kevin “Chip” Whideman
- Sustained Exemplary Performance – Debbie Caddle
- Sustained Exemplary Performance – Tiffany Johnson
- Sustained Exemplary Performance – Charlie Bell

NACCHO Model Practice – 2009

- Sexually Transmitted Disease, Fast Track Treatment

NACCHO Promising Practice – 2009

- Comprehensive Sexual Assault Examination Response Program

- BCHD Rapid Assist Surge Teams

2010

Davis Productivity Awards – 2010

- Sustained Exemplary Performance – Jim Richardson
- Passport Services Team

2011

Davis Productivity Awards – 2011

- Sustained Exemplary Performance – David Murariu
- Sustained Exemplary Performance – Pat Dyer
- Sustained Exemplary Performance – Ann Schindler

NACCHO Promising Practice – 2011

- Sexual Assault Examination and Response
- Primary Access to Health

2012

NACCHO Model Practice – 2012

- Sexual Assault Examination and Response

NACCHO Promising Practice – 2012

- Primary Access to Health

Florida Health Care Coalition – Community Service Award – 2012

2013

NACCHO Model Practice – 2013 (#12)

- Primary Access to Health

Davis Productivity Awards – 2013

- Specialty Care Referral
- Emergency Diversion Program for Dental Clients
- Nurse Issuance

Other Awards – 2013

- Dr. Neil Lowry Award for 2013 - given by the Association of Pool and Spa Professionals at the 2013 National Environmental Health Association annual conference for outstanding contributions of public health officials to advancing safer and healthier use of recreational waters (single nationwide recipient).

2014

NACCHO Model Practice – 2014 (#13)

- Emergency Department Diversion Dental Program

NACCHO Promising Practice – 2014

- Drowning Prevention Awareness Program

NACCHO Promising Practice – 2014

- Project Public Health Ready

Davis Productivity Awards – 2014

- Hand Up Dental Program – Domestic Violence Victims
- Nursing Home Cost Reduction Program

Summary: 2000-2014

Thirteen NAACHO model Practices
Six NAACHO promising Practices
Over 50 Davis productivity Awards

Exhibit F

EXHIBIT F – COUNTY HEALTH DEPARTMENT PARTNERS

| | |
|--|--|
| American Cancer Society | American Heart Association |
| American Lung Association | Brevard Community College |
| Brevard County Animal Services and Enforcement | Brevard County Board of County Commissioners |
| Brevard County Dental Society | Brevard County Emergency Management Services |
| Brevard County Fire Rescue | Brevard County Housing and Human Services |
| Brevard County Library System | Brevard County Medical Examiner |
| Brevard County Medical Society | Brevard County Parks and Recreation |
| Brevard County School Board | Brevard County Sheriff's Department |
| Brevard County Space Coast Area Transit | Brevard County Workforce Development Board |
| Brevard Health Alliance | Brevard Health Care Forum |
| Central Florida Area Health Care Center | Child Care Association |
| Child Protection Team | Children's Medical Services |
| Circles of Care | Community Services Council of Brevard County |
| Comprehensive Health Care | Department of Business and Professional Regulation |
| Department of Children and Families | Department of Elder Affairs |
| Department of Juvenile Justice | Devereux Florida Treatment Network |
| Early Learning Coalition of Brevard County | East Central Health Care Forum |
| Family Counseling Center | Florida Institute of Technology |
| Health First Cape Canaveral Hospital | Health First Holmes Regional Medical Center |
| Health First Palm Bay Community Hospital | Healthy Start Coalition of Brevard County |
| March of Dimes | Nova Southeastern University |
| Orlando Regional Medical Center | Parrish Community Wellness Center |
| Parrish Medical Center | Prevent of Brevard |
| Project Response | Salvation Army |
| Serene Harbor | State Attorney's Office |
| University of Central Florida | University of Florida Cooperative Extension Center |
| United Way of Brevard County | Wuesthoff Health Systems Rockledge |
| Wuesthoff Health Systems Melbourne | Yellow Umbrella Exchange Club |

Exhibit G

**CONTRACT BETWEEN
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF
THE BREVARD COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2014-2015**

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("State") and the Brevard County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2014.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Brevard County Health Department ("CHD") is one of the County Health Departments created throughout Florida.

D. It is necessary for the parties hereto to enter into this Agreement in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS.** The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.
2. **TERM.** The parties mutually agree that this Agreement shall be effective from October 1, 2014, through September 30, 2015, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement is otherwise terminated pursuant to the termination provisions set forth in paragraph 8, below.
3. **SERVICES MAINTAINED BY THE CHD.** The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to Section 154.01(2), Florida Statutes, as defined below:
 - a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. **FUNDING.** The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 8,039,038 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$ 467,415 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this Agreement in the

County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this Agreement during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to who payments shall be made is:

County Health Department Trust Fund
Brevard County
2575 N. Courtenay Parkway
Merritt Island, FL 32953

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for Statewide Services. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Division of Public Health Statistics and Performance Management Intranet site.*)

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of county purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of county purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore,

and all county-purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this Agreement. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with those promulgated by the Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i. The revenue and expenditure requirements in the Florida Accounting System Information Resource (FLAIR).
- ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii. Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Brevard County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the state or county, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by state and county based on the ratio of planned expenditures in the core contract and funding from all sources is credited to the program accounts by state and county. The equity share of any surplus/deficit funds accruing to the state and county is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall

remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for Statewide Services has approved the transfer. The Deputy Secretary for Statewide Services shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this Agreement. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by county government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using county procedures pursuant to paragraph 6.b. hereof.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this Agreement.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the county that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the county of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the county shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2015 for the report period October 1, 2014 through December 31, 2014;
- ii. June 1, 2015 for the report period October 1, 2014 through March 31, 2015;
- iii. September 1, 2015 for the report period October 1, 2014 through June 30, 2015; and
- iv. December 1, 2015 for the report period October 1, 2014 through September 30, 2015.

7. **FACILITIES AND EQUIPMENT.** The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the county shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The county shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as county vehicles. The county shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.


b. **Termination Because of Lack of Funds.** In the event funds to finance this Agreement become unavailable, either party may terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.


c. **Termination for Breach.** This Agreement may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an


In WITNESS THEREOF, the parties hereto have caused this 21 page agreement to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2014.

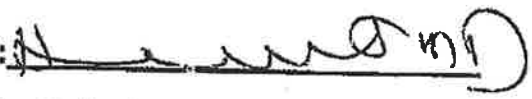
**BOARD OF COUNTY COMMISSIONERS
FOR BREVARD COUNTY**


**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: 
NAME: Mary Bolin Lewis
TITLE: Chairman
DATE: October 7, 2014

SIGNED BY: 
NAME: John H. Armstrong, MD
TITLE: Surgeon General/Secretary of Health
DATE: 10/30/14

ATTESTED TO:
SIGNED BY: 
NAME: Scott Ellis
TITLE: Clerk
DATE: October 7, 2014

SIGNED BY: 
NAME: Heidar G. Heshmati, M.D., M.P.H., Ph.D.
TITLE: Brevard CHD Director
DATE: 08/28/2014

REVIEWED
For Legal Form and Content

Assistant County Attorney

ATTACHMENT I

BREVARD COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

| <u>Service</u> | <u>Requirement</u> |
|---|--|
| 1. Sexually Transmitted Disease Program | Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384. |
| 2. Dental Health | Periodic financial and programmatic reports as specified by the program office. |
| 3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program) | Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures. |
| 4. Healthy Start/ Improved Pregnancy Outcome | Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department. |
| 5. Family Planning | Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-18. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines. |
| 6. Immunization | Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.048, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization |

ATTACHMENT II

BREVARD COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

| | Estimated State Share of CHD Trust Fund Balance | Estimated County Share of CHD Trust Fund Balance | Total |
|---|---|--|-------------|
| 1. CHD Trust Fund Ending Balance 09/30/14 (est.) | \$624,498 | \$1,161,104 | \$1,785,600 |
| 2. Drawdown for Contract Year October 1, 2014 to September 30, 2015 | \$36 | -\$20 | \$16 |
| 3. Special Capital Project use for Contract Year October 1, 2014 to September 30, 2015 | | | |
| 4. Balance Reserved for Contingency Fund October 1, 2014 to September 30, 2015 | \$624,460 | \$1,161,124 | \$1,785,584 |

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT 1

ENVIRONMENTAL HEALTH SERVICES

State of Maryland
Department of Health and Mental Hygiene
Division of Environmental Health Services

1. GENERAL REVENUE - STATE

| | | | | | |
|---|------------------|----------|------------------|----------|------------------|
| 015040 AIDS PATIENT CARE | 100,000 | 0 | 100,000 | 0 | 100,000 |
| 015040 AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE | 69,954 | 0 | 69,954 | 0 | 69,954 |
| 015040 CHD - TB COMMUNITY PROGRAM | 96,922 | 0 | 96,922 | 0 | 96,922 |
| 015040 MARY BROGAN BREAST & CERVICAL CANCER (NONREC GR) | 4,920 | 0 | 4,920 | 0 | 4,920 |
| 015040 DENTAL SPECIAL INITIATIVE PROJECTS | 7,075 | 0 | 7,075 | 0 | 7,075 |
| 015040 FAMILY PLANNING GENERAL REVENUE | 174,978 | 0 | 174,978 | 0 | 174,978 |
| 015040 PRIMARY CARE PROGRAM | 518,419 | 0 | 518,419 | 0 | 518,419 |
| 015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE | 475,772 | 0 | 475,772 | 0 | 475,772 |
| 015040 DOH RESPONSE TO TERRORISM | 52,875 | 0 | 52,875 | 0 | 52,875 |
| 015050 CHD GENERAL REVENUE NON-CATEGORICAL | 3,549,953 | 0 | 3,549,953 | 0 | 3,549,953 |
| GENERAL REVENUE TOTAL | 5,050,868 | 0 | 5,050,868 | 0 | 5,050,868 |

2. NON GENERAL REVENUE - STATE

| | | | | | |
|---|---------------|----------|---------------|----------|---------------|
| 016010 STATE UNDERGROUND PETROLEUM RESPONSE ACT | 17,000 | 0 | 17,000 | 0 | 17,000 |
| 016010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM | 30,018 | 0 | 30,018 | 0 | 30,018 |
| 016010 TOBACCO NON PILOT EXPENDITURES | 8,000 | 0 | 8,000 | 0 | 8,000 |
| NON GENERAL REVENUE TOTAL | 55,018 | 0 | 55,018 | 0 | 55,018 |

3. FEDERAL FUNDS - STATE

| | | | | | |
|---|------------------|----------|------------------|----------|------------------|
| 007000 AIDS DRUG ASSISTANCE PROGRAM ADMIN | 65,139 | 0 | 65,139 | 0 | 65,139 |
| 007000 BREAST & CERVICAL CANCER - ADMIN/CASE MANAGEMENT | 61,500 | 0 | 61,500 | 0 | 61,500 |
| 007000 WIC BREASTFEEDING PEER COUNSELING PROG | 13,124 | 0 | 13,124 | 0 | 13,124 |
| 007000 COASTAL BEACH WATER QUALITY MONITORING | 11,467 | 0 | 11,467 | 0 | 11,467 |
| 007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG | 13,668 | 0 | 13,668 | 0 | 13,668 |
| 007000 FAMILY PLANNING TITLE X - GRANT | 308,023 | 0 | 308,023 | 0 | 308,023 |
| 007000 IMMUNIZATION ACTION PLAN | 79,484 | 0 | 79,484 | 0 | 79,484 |
| 007000 INJURY SURVEILLANCE & PREVENTION GRANT | 5,000 | 0 | 5,000 | 0 | 5,000 |
| 007000 MCH SPECIAL PROJCT UNPLANNED PREGNANCY | 82,431 | 0 | 82,431 | 0 | 82,431 |
| 007000 PHP PUBLIC HEALTH PREPAREDNESS BASE ALLOC | 317,566 | 0 | 317,566 | 0 | 317,566 |
| 007000 PHP-CITIES RESPONSE INITIATIVE | 14,200 | 0 | 14,200 | 0 | 14,200 |
| 007000 AIDS PREVENTION | 68,586 | 0 | 68,586 | 0 | 68,586 |
| 007000 KYAN WHITE TITLE II CARE GRANT | 26,549 | 0 | 26,549 | 0 | 26,549 |
| 007000 WIC PROGRAM ADMINISTRATION | 1,757,221 | 0 | 1,757,221 | 0 | 1,757,221 |
| 015075 SUPPLEMENTAL SCHOOL HEALTH | 155,445 | 0 | 155,445 | 0 | 155,445 |
| 015075 REFUGEE HEALTH SCREENING REIMBURSEMENT | 11,964 | 0 | 11,964 | 0 | 11,964 |
| FEDERAL FUNDS TOTAL | 2,992,368 | 0 | 2,992,368 | 0 | 2,992,368 |

4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE

| | | | | | |
|--|---------|---|---------|---|---------|
| 001020 CHD STATEWIDE ENVIRONMENTAL FEES | 274,562 | 0 | 274,562 | 0 | 274,562 |
| 001022 CHD STATEWIDE ENVIRONMENTAL FEES | 384,300 | 0 | 384,300 | 0 | 384,300 |
| 001026 CHD STATEWIDE ENVIRONMENTAL FEES | 11,040 | 0 | 11,040 | 0 | 11,040 |
| 001205 ON SITE SEWAGE DISPOSAL PERMIT FEES | 46,100 | 0 | 46,100 | 0 | 46,100 |
| 001206 SANITATION CERTIFICATES (FOOD INSPECTION) | 3,700 | 0 | 3,700 | 0 | 3,700 |
| 001205 SEPTIC TANK RESEARCH SURCHARGE | 900 | 0 | 900 | 0 | 900 |



| | | | | | |
|---|----------------|----------|----------------|----------|----------------|
| 001208 SEPTIC TANK VARIANCE FEES 50% | 700 | 0 | 700 | 0 | 700 |
| 001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER | 2,600 | 0 | 2,600 | 0 | 2,600 |
| 001206 DRINKING WATER PROGRAM OPERATIONS | 1,400 | 0 | 1,400 | 0 | 1,400 |
| 001206 REGULATON OF BODY PIERCING SALONS | 200 | 0 | 200 | 0 | 200 |
| 001206 TANNING FACILITIES | 900 | 0 | 900 | 0 | 900 |
| 001206 ONSITE SEWAGE TRAINING CENTER | 2,900 | 0 | 2,900 | 0 | 2,900 |
| 001206 TATTO PROGRAM ENVIRONMENTAL HEALTH | 1,900 | 0 | 1,900 | 0 | 1,900 |
| 001206 MOBILE HOME & RV PARK FEES | 6,000 | 0 | 6,000 | 0 | 6,000 |
| FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL | 742,102 | 0 | 742,102 | 0 | 742,102 |

5. OTHER CASH CONTRIBUTIONS - STATE:

| | | | | | |
|--|----------|----------|----------|----------|----------|
| 090001 DRAW DOWN FROM PUBLIC HEALTH UNIT | 0 | 0 | 0 | 0 | 0 |
| OTHER CASH CONTRIBUTION TOTAL | 0 | 0 | 0 | 0 | 0 |

6. MEDICAID - STATE/COUNTY:

| | | | | | |
|--|----------|------------------|------------------|----------|------------------|
| 001059 LOW INCOME POOL ABCA PRIMARY CARE | 0 | 938,052 | 938,052 | 0 | 938,052 |
| 001059 LOW INCOME POOL ABCA ENHANCMENT | 0 | 279,637 | 279,637 | 0 | 279,637 |
| 001076 CHD CLINIC FEES | 0 | 2,400 | 2,400 | 0 | 2,400 |
| 001082 CHD CLINIC FEES | 0 | 12,600 | 12,600 | 0 | 12,600 |
| 001083 CHD CLINIC FEES | 0 | 426,000 | 426,000 | 0 | 426,000 |
| 001087 CHD CLINIC FEES | 0 | 79,100 | 79,100 | 0 | 79,100 |
| 001089 CHD CLINIC FEES | 0 | 12,000 | 12,000 | 0 | 12,000 |
| 001180 CHD CLINIC FEES | 0 | 413,000 | 413,000 | 0 | 413,000 |
| 001191 CHD CLINIC FEES | 0 | 2,035,150 | 2,035,150 | 0 | 2,035,150 |
| 001198 CHD CLINIC FEES | 0 | 174,000 | 174,000 | 0 | 174,000 |
| 001208 CHD CLINIC FEES | 0 | 8,300 | 8,300 | 0 | 8,300 |
| MEDICAID TOTAL | 0 | 4,380,239 | 4,380,239 | 0 | 4,380,239 |

7. ALLOCABLE REVENUE - STATE:

| | | | | | |
|-----------------------|----------|----------|----------|----------|----------|
| MEDICAID TOTAL | 0 | 0 | 0 | 0 | 0 |
|-----------------------|----------|----------|----------|----------|----------|

8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE

| | | | | | |
|--|----------|----------|----------|-------------------|-------------------|
| ADAP | 0 | 0 | 0 | 1,611,611 | 1,611,611 |
| PHARMACY DRUG PROGRAM | 0 | 0 | 0 | 354,538 | 354,538 |
| STD | 0 | 0 | 0 | 0 | 0 |
| WIC PROGRAM | 0 | 0 | 0 | 7,479,974 | 7,479,974 |
| BUREAU OF PUBLIC HEALTH LABORATORIES | 0 | 0 | 0 | 140,670 | 140,670 |
| IMMUNIZATIONS | 0 | 0 | 0 | 489,247 | 489,247 |
| OTHER STATE CONTRIBUTIONS TOTAL | 0 | 0 | 0 | 10,086,238 | 10,086,238 |

9. DIRECT LOCAL CONTRIBUTIONS - COUNTY TAX DISTRICT

| | | | | | |
|--|----------|----------------|----------------|----------|----------------|
| 008084 CHD LOCAL REVENUE & EXPENDITURES | 0 | 467,415 | 467,415 | 0 | 467,415 |
| DIRECT COUNTY CONTRIBUTIONS TOTAL | 0 | 467,415 | 467,415 | 0 | 467,415 |

ATTACHMENT II

BUDGETARY CONTROL STATEMENT

PART III: COUNTY OF WASHINGTON DEPARTMENT OF HEALTH SERVICES
 October 1, 2001 to September 30, 2002

10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY

| | | | | | |
|---|----------|------------------|------------------|----------|------------------|
| 001086 CHD CLINIC FEES | 0 | 9,000 | 9,000 | 0 | 9,000 |
| 001080 VITAL STATISTICS CERTIFIED RECORDS | 0 | 21,000 | 21,000 | 0 | 21,000 |
| 001077 CHD CLINIC FEES | 0 | 516,800 | 516,800 | 0 | 516,800 |
| 001094 CHD STATEWIDE ENVIRONMENTAL FEES | 0 | 472,908 | 472,908 | 0 | 472,908 |
| 001114 VITAL STATISTICS CERTIFIED RECORDS | 0 | 91,000 | 91,000 | 0 | 91,000 |
| 001115 VITAL STATISTICS CERTIFIED RECORDS | 0 | 388,000 | 388,000 | 0 | 388,000 |
| 001117 VITAL STATISTICS CERTIFIED RECORDS | 0 | 11,000 | 11,000 | 0 | 11,000 |
| FEES AUTHORIZED BY COUNTY TOTAL | 0 | 1,509,708 | 1,509,708 | 0 | 1,509,708 |

11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY

| | | | | | |
|---|----------|------------------|------------------|----------|------------------|
| 001009 CHD STATEWIDE ENVIRONMENTAL FEES | 0 | 0 | 0 | 0 | 0 |
| 001029 CHD CLINIC FEES | 0 | 455,885 | 455,885 | 0 | 455,885 |
| 001090 CHD CLINIC FEES | 0 | 19,000 | 19,000 | 0 | 19,000 |
| 005041 CHD LOCAL REVENUE & EXPENDITURES | 0 | 24,788 | 24,788 | 0 | 24,788 |
| 008050 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT | 0 | 250,000 | 250,000 | 0 | 250,000 |
| 005050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD | 0 | 3,010,755 | 3,010,755 | 0 | 3,010,755 |
| 010300 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT | 0 | 38,108 | 38,108 | 0 | 38,108 |
| 010400 CHD CLINIC FEES | 0 | 800 | 800 | 0 | 800 |
| 010400 CHD STATEWIDE ENVIRONMENTAL FEES | 0 | 0 | 0 | 0 | 0 |
| 011000 CHD CLINIC FEES | 0 | 88,000 | 88,000 | 0 | 88,000 |
| 011001 CHD HEALTHY START COALITION CONTRACT | 0 | 121,200 | 121,200 | 0 | 121,200 |
| 090002 DRAW DOWN FROM PUBLIC HEALTH UNIT | 0 | -20 | -20 | 0 | -20 |
| OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL | 0 | 4,008,271 | 4,008,271 | 0 | 4,008,271 |

12. ALLOCABLE REVENUE - COUNTY

| | | | | | |
|---|----------|---------------|---------------|----------|---------------|
| 018000 CHD CLINIC FEES | 0 | 32,000 | 32,000 | 0 | 32,000 |
| 018000 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT | 0 | 400 | 400 | 0 | 400 |
| COUNTY ALLOCABLE REVENUE TOTAL | 0 | 32,400 | 32,400 | 0 | 32,400 |

13. BUILDINGS - COUNTY

| | | | | | |
|--|----------|----------|----------|----------------|----------------|
| ANNUAL RENTAL EQUIVALENT VALUE (Boomer-Melbourne Fnd) | 0 | 0 | 0 | 175,490 | 175,490 |
| OTHER (Specify) | 0 | 0 | 0 | 0 | 0 |
| UTILITIES | 0 | 0 | 0 | 0 | 0 |
| BUILDING MAINTENANCE (Titusville Indoor Air Remediation Project) | 0 | 0 | 0 | 170,961 | 170,961 |
| GROUPS MAINTENANCE | 0 | 0 | 0 | 0 | 0 |
| INSURANCE | 0 | 0 | 0 | 0 | 0 |
| OTHER (Specify) | 0 | 0 | 0 | 0 | 0 |
| OTHER (Specify) | 0 | 0 | 0 | 0 | 0 |
| BUILDINGS TOTAL | 0 | 0 | 0 | 346,451 | 346,451 |

14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY

| | | | | | |
|-------------------------------------|---|---|---|---|---|
| EQUIPMENT / VEHICLE PURCHASES | 0 | 0 | 0 | 0 | 0 |
| VEHICLE INSURANCE | 0 | 0 | 0 | 0 | 0 |
| VEHICLE MAINTENANCE | 0 | 0 | 0 | 0 | 0 |
| OTHER COUNTY CONTRIBUTION (SPECIFY) | 0 | 0 | 0 | 0 | 0 |
| OTHER COUNTY CONTRIBUTION (SPECIFY) | 0 | 0 | 0 | 0 | 0 |

ATTACHMENT II

HERNANDO COUNTY CLEANUP DEPARTMENT

Part II: Hazardous Waste Cleanup and Remediation

Operating Expenses - Hazardous Waste

| | Operating Expenses | Capital Expenses | Debt Service | Other | Total |
|---|--------------------|------------------|--------------|------------|------------|
| OTHER COUNTY CONTRIBUTIONS TOTAL | 0 | 0 | 0 | 0 | 0 |
| GRAND TOTAL CED PROGRAM | 8,840,887 | 10,898,028 | 18,288,415 | 10,482,679 | 38,571,004 |

HARTFORD COUNTY HEALTH DEPARTMENT
 Report III: Financial Summary - County Services and Responsibilities by Program, District, and Health Status Level of Services
 September 1, 2010 to September 30, 2010

A. COMMUNICABLE DISEASE CONTROL:

| | | | | | | | | | | |
|--------------------------------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|------------------|----------------|------------------|
| IMMUNIZATION (101) | 2.25 | 8,800 | 10,693 | 112,123 | 98,081 | 112,123 | 112,061 | 98,638 | 942,832 | 432,406 |
| SEXUALLY TRANS. DIS. (102) | 11.12 | 2,400 | 4,005 | 112,145 | 98,100 | 112,145 | 112,103 | 305,688 | 126,800 | 432,483 |
| HIV/AIDS PREVENTION (03A1) | 1.88 | 0 | 40 | 26,786 | 24,987 | 26,786 | 22,774 | 111,013 | 0 | 111,013 |
| HIV/AIDS SURVEILLANCE (03A2) | 1.11 | 0 | 0 | 18,274 | 12,945 | 18,274 | 16,227 | 62,760 | 0 | 62,760 |
| HIV/AIDS PATIENT CARE (03A3) | 5.27 | 0 | 243 | 94,945 | 81,381 | 94,945 | 84,908 | 266,180 | 100,000 | 266,180 |
| ADAP (03A4) | 2.28 | 0 | 0 | 80,800 | 25,324 | 80,800 | 80,789 | 112,788 | 0 | 112,788 |
| TUBERCULOSIS (104) | 2.62 | 2,400 | 2,448 | 55,082 | 47,184 | 55,082 | 55,038 | 172,247 | 24,000 | 212,247 |
| COMM. DIS. SURV. (106) | 2.22 | 0 | 2,400 | 60,536 | 31,262 | 60,536 | 60,613 | 220,251 | 12,000 | 228,251 |
| HEPATITIS (108) | 0.00 | 900 | 0 | 8 | 7 | 8 | 8 | 32 | 0 | 32 |
| PREPAREDNESS AND RESPONSE (112) | 2.24 | 0 | 0 | 62,208 | 56,449 | 62,208 | 66,180 | 263,045 | 0 | 263,045 |
| REFUGEE HEALTH (112) | 0.08 | 24 | 104 | 2,296 | 1,295 | 2,296 | 2,226 | 2,655 | 0 | 2,655 |
| VITAL RECORDS (120) | 2.52 | 12,000 | 41,000 | 72,142 | 64,320 | 72,142 | 76,112 | 0 | 222,726 | 222,726 |
| COMMUNICABLE DISEASE SUBTOTAL | 41.50 | 25,524 | 62,931 | 656,427 | 582,508 | 656,427 | 656,171 | 1,622,066 | 208,468 | 1,830,634 |

B. PRIMARY CARE:

| | | | | | | | | | | |
|--|---------------|---------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
| CHRONIC DISEASE PREVENTION PRO (210) | 0.52 | 40 | 13 | 7,680 | 6,529 | 7,680 | 7,622 | 22,427 | 0 | 22,427 |
| WIC (21W1) | 22.24 | 14,488 | 114,120 | 522,626 | 466,421 | 522,626 | 532,422 | 2,054,099 | 0 | 2,054,099 |
| TOBACCO USE INTERVENTION (212) | 0.00 | 0 | 0 | 2,074 | 1,778 | 2,074 | 2,074 | 2,000 | 0 | 2,000 |
| WIC BREASTFEEDING PEER COUNSELING (21W2) | 1.76 | 0 | 1,800 | 17,754 | 15,214 | 17,754 | 17,746 | 62,468 | 0 | 62,468 |
| FAMILY PLANNING (222) | 12.54 | 4,100 | 10,106 | 320,122 | 274,326 | 320,122 | 320,006 | 757,980 | 476,800 | 1,234,780 |
| IMPROVED PREGNANCY OUTCOME (222) | 42.24 | 1,200 | 20,227 | 222,624 | 720,626 | 222,624 | 222,327 | 272,721 | 1,272,622 | 2,545,243 |
| HEALTHY START PRENATAL (227) | 0.04 | 428 | 428 | 754 | 646 | 754 | 753 | 2,207 | 0 | 2,207 |
| COMPREHENSIVE CHILD HEALTH (222) | 2.22 | 60 | 201 | 21,012 | 22,220 | 21,012 | 21,007 | 112,622 | 0 | 112,622 |
| HEALTHY START CHILD (221) | 0.10 | 0 | 0 | 1,212 | 1,044 | 1,212 | 1,217 | 4,227 | 0 | 4,227 |
| SCHOOL HEALTH (224) | 112.21 | 0 | 1,247,202 | 1,222,422 | 1,110,112 | 1,222,422 | 1,224,222 | 1,722,222 | 2,222,222 | 4,222,222 |
| COMPREHENSIVE ADULT HEALTH (227) | 24.22 | 2,400 | 7,022 | 422,422 | 272,171 | 422,422 | 422,222 | 222,224 | 1,412,742 | 1,702,442 |
| COMMUNITY HEALTH DEVELOPMENT (222) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| DENTAL HEALTH (240) | 12.02 | 2,100 | 2,424 | 221,722 | 242,271 | 221,722 | 221,222 | 424,222 | 222,422 | 1,224,222 |
| PRIMARY CARE SUBTOTAL | 222.17 | 22,222 | 1,722,004 | 2,222,242 | 1,222,274 | 2,222,242 | 2,224,222 | 2,122,422 | 2,722,122 | 14,222,217 |

C. ENVIRONMENTAL HEALTH:

Water and Onsite Sewage Programs

| | | | | | | | | | | |
|--|--------------|--------------|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| COSTAL BEACH MONITORING (247) | 0.02 | 100 | 100 | 2,221 | 2,022 | 2,221 | 2,220 | 2,102 | 2 | 2,102 |
| LIMITED USE PUBLIC WATER SYSTEMS (257) | 0.20 | 27 | 422 | 2,222 | 4,274 | 2,222 | 2,212 | 17,227 | 2,110 | 20,227 |
| PUBLIC WATER SYSTEM (252) | 0.00 | 0 | 0 | 222 | 227 | 222 | 224 | 1,021 | 0 | 1,021 |
| PRIVATE WATER SYSTEM (252) | 2.12 | 10 | 2,200 | 42,224 | 40,222 | 42,224 | 42,227 | 41,044 | 140,122 | 121,127 |
| ONSITE SEWAGE TREATMENT & DISPOSAL (221) | 11.02 | 2,021 | 2,212 | 177,272 | 121,222 | 177,272 | 177,222 | 224,222 | 222,141 | 224,242 |
| Group Total | 14.22 | 2,227 | 2,222 | 222,222 | 122,222 | 222,222 | 222,112 | 422,100 | 422,422 | 222,222 |

Facility Programs

| | | | | | | | | | | |
|--------------------------------|------|---|-----|-------|-------|-------|-------|--------|----|--------|
| TATTOO FACILITY SERVICES (240) | 0.22 | 0 | 100 | 2,022 | 4,222 | 2,022 | 2,022 | 12,477 | 12 | 12,422 |
|--------------------------------|------|---|-----|-------|-------|-------|-------|--------|----|--------|

ATTACHMENT 31
 NEWARK COUNTY HEALTH CARE SERVICES
 Part III: Operating Budget, Health Care Services and Support Services Along With the Health Care Services
 Budget, 2014 to Budget, 2015

| | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | Total |
|--|--------|--------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------|------------|
| FOOD HYGIENE (342) | 2.73 | 289 | 1,940 | 61,659 | 53,563 | 61,659 | 61,646 | 220,535 | 17,932 | | 227,907 |
| BODY PIERCING FACILITIES SERVICES (346) | 0.04 | 11 | 28 | 587 | 456 | 587 | 546 | 2,184 | 2 | | 2,184 |
| GROUP CARE FACILITY (351) | 0.90 | 281 | 703 | 14,413 | 12,831 | 14,413 | 14,408 | 50,840 | 4,945 | | 55,535 |
| MIGRANT LABOR CAMP (352) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| HOUSING & PUB. BLDG. (353) | 0.00 | 0 | 0 | 4 | 4 | 4 | 4 | 0 | 16 | | 16 |
| MOBILE HOME AND PARK (354) | 0.60 | 148 | 248 | 10,074 | 8,592 | 10,074 | 10,070 | 20,853 | 7,857 | | 28,650 |
| POOLS/BATHING PLACES (360) | 2.90 | 922 | 2,400 | 78,990 | 67,689 | 78,990 | 78,980 | 69,090 | 235,639 | | 204,639 |
| BIOMEDICAL WASTE SERVICES (364) | 1.64 | 687 | 1,046 | 27,853 | 23,440 | 27,853 | 27,343 | 97,939 | 7,900 | | 105,489 |
| TANNING FACILITY SERVICES (368) | 0.08 | 28 | 78 | 1,473 | 1,263 | 1,473 | 1,473 | 5,090 | 592 | | 5,652 |
| Group Total | 11.28 | 2,748 | 6,041 | 189,618 | 171,060 | 189,618 | 189,543 | 495,878 | 274,161 | | 769,839 |
| Groundwater Contamination | | | | | | | | | | | |
| STORAGE TANK COMPLIANCE SERVICES (369) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| SUPER AOT SERVICES (355) | 0.12 | 45 | 135 | 1,954 | 1,674 | 1,954 | 1,952 | 7,331 | 3 | | 7,534 |
| Group Total | 0.12 | 45 | 135 | 1,954 | 1,674 | 1,954 | 1,953 | 7,331 | 3 | | 7,534 |
| Community Hygiene | | | | | | | | | | | |
| COMMUNITY ENVIR. HEALTH (345) | 0.01 | 0 | 1 | 213 | 133 | 213 | 213 | 222 | 0 | | 222 |
| INJURY PREVENTION (346) | 0.00 | 0 | 0 | 1,297 | 1,111 | 1,297 | 1,295 | 5,000 | 0 | | 5,000 |
| LEAD MONITORING SERVICES (350) | 0.00 | 0 | 0 | 61 | 52 | 61 | 61 | 225 | 0 | | 225 |
| PUBLIC SEWAGE (362) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| SOLID WASTE DISPOSAL SERVICE (363) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| SANITARY NUISANCE (365) | 0.23 | 92 | 438 | 5,842 | 2,292 | 5,842 | 2,841 | 25 | 14,732 | | 14,517 |
| RABIES SURVEILLANCE (366) | 0.42 | 63 | 236 | 7,523 | 4,532 | 7,523 | 7,621 | 177 | 22,222 | | 22,222 |
| ARBOVIRUS SURVEILL. (367) | 0.00 | 0 | 0 | 120 | 102 | 120 | 119 | 2 | 459 | | 451 |
| RODENT/ARTHROPOD CONTROL (368) | 0.00 | 0 | 0 | 53 | 72 | 53 | 64 | 2 | 220 | | 222 |
| WATER POLLUTION (370) | 0.00 | 0 | 0 | 138 | 114 | 138 | 131 | 2 | 509 | | 511 |
| INDOOR AIR (371) | 0.03 | 0 | 116 | 679 | 682 | 679 | 679 | 16 | 2,803 | | 2,919 |
| RADIOLOGICAL HEALTH (372) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| TOXIC SUBSTANCES (373) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Group Total | 0.69 | 185 | 791 | 14,061 | 12,040 | 14,061 | 14,044 | 6,261 | 47,535 | | 54,129 |
| ENVIRONMENTAL HEALTH SUBTOTAL | 26.55 | 6,278 | 19,339 | 447,528 | 383,755 | 447,528 | 447,624 | 502,660 | 764,405 | | 1,727,065 |
| D. NON-OPERATIONAL COSTS: | | | | | | | | | | | |
| SPECIAL CONTRACTS (398) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| ENVIRONMENTAL HEALTH SURCHARGE (399) | 0.00 | 0 | 0 | 18,721 | 16,048 | 18,721 | 18,715 | 72,200 | 0 | | 72,200 |
| MEDICAID BUYBACK (411) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| NON-OPERATIONAL COSTS SUBTOTAL | 0.00 | 0 | 0 | 18,721 | 16,048 | 18,721 | 18,715 | 72,200 | 0 | | 72,200 |
| TOTAL CONTRACT | 380.22 | 62,488 | 1,791,255 | 4,968,321 | 4,274,780 | 4,968,321 | 4,966,563 | 5,840,287 | 10,599,028 | | 19,229,415 |

ATTACHMENT III

BREVARD COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

ATTACHMENT IV
BREVARD COUNTY HEALTH DEPARTMENT
FACILITIES UTILIZED BY THE BREVARD COUNTY HEALTH DEPARTMENT

| <u>Facility Description</u> | <u>Location</u> | <u>Owned By</u> |
|---|---|---|
| Administrative Headquarters 2-Story Block Building | 2575 N. Courtenay Pkwy Merritt Island, FL 32953 | County |
| Melbourne Health Clinic Facility 1-Story Store Front Building 17,000 sq. feet | 2275 S. Babcock Street Melbourne, FL 32901 | Boozer Properties Leased to Brevard County |
| Titusville Health Clinic Facility 1-Story Block Building 15,899 sq. feet | 611 Singleton Avenue Titusville, FL 32796 | County |
| Viera Health Clinic Facility 2-Story Poured Concrete Building 43,200 sq. feet – Constructed in 2008 10,700 sq. feet – Addition in 2013 | 2555 Judge Fran Jamieson Way Viera, FL 32940 | County |
| Environmental Health School Health 2-Story County Government Office Building 5,600 sq. feet for CHD | 2725 Judge Fran Jamieson Way Building A Viera, FL 32940 | County |
| Rockledge Annex Facilities 1-Story Block Buildings 3,164 sq. feet | 1748 Cedar Street Rockledge, FL 32955 | County |
| Melbourne Replacement Facility Construction In Progress Completion Date: Dec 2015 9.41 acres | 601 East University Boulevard Melbourne, FL 32901 | State of Florida (State surplus land) 50-year lease to Health Department eff. Jan 11, 2013 |

The County will maintain the structures and grounds of all the non-State public health facilities. The Health Department will provide routine maintenance, custodial service and alarm services to those facilities fully occupied by the Brevard County Health Department. The Health Department will provide lawn care for the Viera Health Clinic Facility and the Melbourne Replacement Facility. To the extent budget allows, the County will provide improvement, expansion, land or replacement of any facility determined to be inadequate for its intended use or function.

ATTACHMENT V
BREVARD COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

| <u>CONTRACT YEAR</u> | <u>STATE</u> | <u>COUNTY</u> | <u>TOTAL</u> |
|----------------------|--------------------------|--------------------------|----------------------------|
| 2013-2014* | \$ <u>849,188</u> | \$ <u>694,790</u> | \$ <u>1,543,978</u> |
| 2014-2015** | \$ _____ | \$ _____ | \$ _____ |
| 2015-2016*** | \$ _____ | \$ _____ | \$ _____ |
| 2016-2017*** | \$ _____ | \$ _____ | \$ _____ |
| PROJECT TOTAL | \$ <u>849,188</u> | \$ <u>694,790</u> | \$ <u>1,543,978</u> |

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: Project # 71405100

PROJECT NAME: Melbourne Replacement Facility

LOCATION/ ADDRESS: 601 E. University Blvd, Melbourne, FL 32901

PROJECT TYPE: NEW BUILDING x ROOFING _____
 RENOVATION _____ PLANNING STUDY _____
 NEW ADDITION _____ OTHER _____

SQUARE FOOTAGE: 16,000

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

The Brevard County government has been leasing a facility at 2275 S. Babcock St., Melbourne, FL 32901 for the Brevard County Health Department for the past 19 years. The lease expires in January 2016. The State placed in surplus a former Drivers License facility on 9.41 acres of land on 601 E. University Blvd. We applied for this and it was awarded to us with a 50-year lease. Special Project funds and an anticipated county contribution will be used to construct a new 16,000 sq ft replacement public health facility on this land for when the Babcock Street facility expires.

START DATE (*initial expenditure of funds*): 09/2014

COMPLETION DATE: 12/2015

DESIGN FEES: \$ 320,000

CONSTRUCTION COSTS: \$ 2,880,000

FURNITURE/EQUIPMENT: \$ _____

TOTAL PROJECT COST: \$ 3,200,000

COST PER SQ FOOT: \$ 200

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

*Cash balance as of 9/30/14

**Cash to be transferred to FCO account

***Cash anticipated for future contract years

ATTACHMENT V
BREVARD COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

| <u>CONTRACT YEAR</u> | <u>STATE</u> | <u>COUNTY</u> | <u>TOTAL</u> |
|----------------------|-------------------|-------------------|-------------------|
| 2013-2014* | \$ _____ - | \$ _____ - | \$ _____ - |
| 2014-2015** | \$ _____ | \$ _____ | \$ _____ |
| 2015-2016*** | \$ _____ | \$ _____ | \$ _____ |
| 2016-2017*** | \$ _____ | \$ _____ | \$ _____ |
| PROJECT TOTAL | \$ _____ - | \$ _____ - | \$ _____ - |

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: Project # 81205100 - Facility Renovation (Demolition)
PROJECT NAME: Melbourne Replacement Facility
LOCATION/ ADDRESS: 601 E. University Blvd, Melbourne, FL 32901
PROJECT TYPE: NEW BUILDING ROOFING
RENOVATION PLANNING STUDY
NEW ADDITION OTHER
SQUARE FOOTAGE: 16,000

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*
The Brevard County government has been leasing a facility at 2275 S. Babcock St., Melbourne, FL 32901 for the Brevard County Health Department for the past 19 years. The lease expires in January 2016. The State placed in surplus a former Drivers License facility on 9.41 acres of land on 601 E. University Blvd. We applied for this and it was awarded to us with a 50-year lease. Special Project funds and an anticipated county contribution will be used to construct a new 16,000 sq ft replacement public health facility on this land for when the Babcock Street facility expires. A total of \$56,182.02 was spent by 09/29/2014 for the demolition of an old Drivers License building that was onsite in order to make room for a new replacement facility for project 71405100.

START DATE (initial expenditure of funds): 10/01/2013
COMPLETION DATE: 09/29/2014
DESIGN FEES: \$ 44,811
CONSTRUCTION COSTS: \$ 11,371
FURNITURE/EQUIPMENT \$ _____
TOTAL PROJECT COST: \$ 56,182
COST PER SQ FOOT: \$ 3.511375

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

*Cash balance as of 9/30/14.
**Cash to be transferred to FCO account
***Cash anticipated for future contract years.

Exhibit H

| | | | | | | |
|---|---------------------|--------------------------------------|-------------------|---------------------|--------------------|----------------|
| BREVARD COUNTY | | | | | | |
| SECTION 108 REPAYMENT | | | | | | |
| HEALTH DEPARTMENT | | | | | | |
| March 23, 2015 | | | | | | |
| Drawdown Assumptions | | | | | | |
| Draw Down August 1, 2015 | \$ 1,600,000 | | | | | |
| Fees | \$ 5,600 | \$70 per quarterly draw for 20 years | | | | |
| Total Costs | \$ 1,605,600 | | | | | |
| Repayment Assumptions | | | | | | |
| Interim Interest based on March 20, 2015 3-Month LIBOR plus 20 basis points | | | | | | 0.47% |
| Acceleration of Interim Interest | | | | | | 2.00% |
| Section 108 Repayment | | | | | | |
| | | | Combined | Combined | | |
| | | | August and | February and | | |
| | August | | November | May | Fiscal Year | |
| | Principal | Note | Interest | Interest | Total CDBG | Ending |
| Fiscal Year | Payment | Rates | Payments | Payments | Payments | Balance |
| 2015-16 | | 0.47% | \$ 1,887 | \$ 3,849 | \$ 5,735 | \$ 1,605,600 |
| 2016-17 | \$ 80,000 | 0.48% | \$ 3,849 | \$ 3,730 | \$ 87,579 | \$ 1,525,600 |
| 2017-18 | \$ 80,000 | 0.49% | \$ 3,730 | \$ 3,605 | \$ 87,335 | \$ 1,445,600 |
| 2018-19 | \$ 80,000 | 0.50% | \$ 3,605 | \$ 3,474 | \$ 87,079 | \$ 1,365,600 |
| 2019-20 | \$ 80,000 | 0.51% | \$ 3,474 | \$ 3,336 | \$ 86,809 | \$ 1,285,600 |
| 2020-21 | \$ 80,000 | 0.52% | \$ 3,336 | \$ 3,191 | \$ 86,526 | \$ 1,205,600 |
| 2021-22 | \$ 80,000 | 0.53% | \$ 3,191 | \$ 3,038 | \$ 86,229 | \$ 1,125,600 |
| 2022-23 | \$ 85,000 | 0.54% | \$ 3,038 | \$ 2,865 | \$ 90,904 | \$ 1,040,600 |
| 2023-24 | \$ 85,000 | 0.55% | \$ 2,865 | \$ 2,684 | \$ 90,549 | \$ 955,600 |
| 2024-25 | \$ 85,000 | 0.56% | \$ 2,684 | \$ 2,494 | \$ 90,178 | \$ 870,600 |
| 2025-26 | \$ 85,000 | 0.57% | \$ 2,494 | \$ 2,295 | \$ 89,789 | \$ 785,600 |
| 2026-27 | \$ 85,000 | 0.58% | \$ 2,295 | \$ 2,088 | \$ 89,384 | \$ 700,600 |
| 2027-28 | \$ 85,000 | 0.60% | \$ 2,088 | \$ 1,871 | \$ 88,959 | \$ 615,600 |
| 2028-29 | \$ 85,000 | 0.61% | \$ 1,871 | \$ 1,645 | \$ 88,517 | \$ 530,600 |
| 2029-30 | \$ 85,000 | 0.62% | \$ 1,645 | \$ 1,409 | \$ 88,055 | \$ 445,600 |
| 2030-31 | \$ 85,000 | 0.63% | \$ 1,409 | \$ 1,163 | \$ 87,573 | \$ 360,600 |
| 2031-32 | \$ 90,000 | 0.65% | \$ 1,163 | \$ 890 | \$ 92,054 | \$ 270,600 |
| 2032-33 | \$ 90,000 | 0.66% | \$ 890 | \$ 606 | \$ 91,497 | \$ 180,600 |
| 2033-34 | \$ 90,000 | 0.67% | \$ 606 | \$ 310 | \$ 90,916 | \$ 90,600 |
| 2034-35 | \$ 90,600 | 0.68% | \$ 310 | \$ - | \$ 90,910 | |
| Total | \$ 1,605,600 | | \$ 46,431 | \$ 44,545 | | |

Exhibit I

BREVARD COUNTY RESOLUTION NO. _____

**AUTHORIZING SUBMISSION OF A
SECTION 108 LOAN GUARANTEE APPLICATION
TO THE UNITED STATES DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT**

WHEREAS, the Brevard County has determined that a high priority exists to replace the existing Melbourne Medical Health Facility and that the proposed action meets this priorities; and

WHEREAS, the proposed project is included in the County's adopted One Year Action Plan of the Consolidated Plan; and

WHEREAS, the Section 108 Loan Guarantee program, implemented by the United States Department of Housing and Urban Development (HUD), is designed to provide funds to assist with these types of projects; and

WHEREAS, under the Section 108 Loan Guarantee program, the County can borrow up to five years worth of its annual Community Development Block Grant allocation, and can take up to twenty years to repay the principal and interest; and

WHEREAS, the County is requesting a total of up to \$1,600,000 in Section 108 Loan Guarantee funds to match a similar amount committed by the State; and

WHEREAS, the County Manager is authorized to submit the Section 108 Loan Guarantee application and amendments thereto and all understandings and assurances contained therein, to execute the Section 108 Loan document and to act in connection with the application to provide such additional information as may be required.

NOW, THEREFORE, THE COUNTY COMMISSION OF BREVARD COUNTY DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. In accordance with Section 108 of the Housing and community Development Act of 1974, as amended, (the Act) and with 24 CFR 570.704(b) the County certifies that:

(a) The County posses the legal authority to submit for assistance under 24 CFR Part 570, subpart M and to use the guaranteed loan funds in accordance with the requirements of Subpart M.

(b) The County's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the public entity to submit the application and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the public entity to act in connection with the application to provide such additional information as may be required.

SECTION 2. Before submission of its application to HUD the County has:

(a) Furnished citizens with information required by Section 570.704(a) (2)(i) of Title 1 of the Housing and Community Development Act of 1974, as amended;

(b) Held a public hearing, on March 3, 2015 and April 28, 2015, to obtain the views of citizens on community development and housing needs;

(c) Prepared its application in accordance with Section 570.704(a)(1)(iv) and made the application available to the public.

SECTION 3. The County has followed a detailed citizen participation plan that meets the requirements described in Section 570.704(a)(2).

SECTION 4. The County will affirmatively further fair housing, and the guaranteed loan funds will be administered in compliance with:

(a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. 2000d et seq.); and

(b) The Fair Housing Act (42 U.S.C. 3601-20).

SECTION 5. In the aggregate, at least 70 percent of all CDBG funds, as defined in Section 570.200(a)(3), to be expanded during the one, two, or three consecutive years specified by the County for its CDBG program on activities which benefit low/moderate income persons, as described in criteria in Section 570.208(a) of the.

SECTION 6. The County will comply with the requirements governing displacement, relocation, real property acquisition, and the replacement of low and moderate income housing described in Section 570.606.

SECTION 7. The County will comply with the requirements of 570.200 (c)(2) (if applicable) with regard to the use of special assessments to cover the capital costs activities assisted with guaranteed loan funds.

SECTION 8. The County will comply with other provisions of the Act and with other applicable laws.

SECTION 9. The County Certifies regarding debarment, suspension, and other responsibility as follows:

(a) The prospective recipients of the Section 108 Loan Guarantee funds and all of their contractors will certify to the best of their knowledge and belief, that they:

1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2). Have not within a three year period preceding approval of their application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3). Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)2 of this certification; and

4). Have not within a three year period preceding approval of their application, had one or more public transactions (Federal, State or local) terminated for cause or default.

SECTION 10. The County hereby assures and certifies with respect to its application for a loan guarantee pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended, that it has made efforts to obtain financing for the activities described herein without the use of such guarantee, that it will maintain documentation of such efforts for the term of the loan guarantee, and that it cannot complete such financing consistent with the timely execution of the program plans without such guarantee.

SECTION 11. The County hereby certifies to the best of its knowledge and belief, the following:

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

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

(c) It will require that the language of paragraph (a) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

SECTION 12. Continue to maintain a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about the following:

- 1). The dangers of drug abuse in the workplace;
- 2). The grantee's policy of maintaining a drug-free workplace;

3). Any available drug counseling, rehabilitation, and employee assistance programs;
and

4). The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee engaged in grant activity be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

1). Abide by the terms of the statement; and

2). Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)2, with respect to any employee who is so convicted:

1). Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, and any other applicable federal and state laws; and

2). In appropriate circumstances, require an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency.

SECTION 13. County Limited Obligation to Repay the Section 108 Loan

(a) The Note to be executed upon approval of the Section 108 Loan constitutes a limited obligation of the County, payable from Community Development Block Grant funds which are hereby pledged by the Borrower pursuant to 24 CFR 570.705(b)(2) to the payment of the Note. To the extent such Community Development Block Grant funds are insufficient to pay the principal and interest due on the Note in any fiscal year, the County covenants that it will budget and appropriate from any legally available funds in such fiscal year for the payment of any deficiency.

(b) As security for the Note, the County covenants that it will budget, appropriate, and set aside in its general fund reserves an amount equal to one year's debt service on the Section 108 loan. There shall be no other requirements as long as the County maintains a rating in the AA category by either Fitch or S&P rating agencies. If the County's rating drops below the AA category by both rating agencies, then the County shall establish a new Reserve Fund with a third party Bank and Trust company and transfer the funds from the general fund reserves to the third party Bank and Trust company. Instead

of cash funding the reserve with a third party trustee, the County may also satisfy this requirement by purchasing a surety bond or a standby letter of credit. All investment earnings in the reserve fund held with the County shall be credited to the County's General Fund.

(c) The County agrees that the covenants and obligations in this resolution, including the obligation to budget and appropriate the Reserves, to the extent legally available, shall be enforceable in mandamus against the County and its officials that must act to carry out such covenants and obligations.

SECTION 14. This Resolution shall be effective immediately upon its adoption.

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Brevard County Board of County Commissioners in a regular meeting on the 28th day of April, 2015,

ATTEST:

Scott Ellis, Clerk

Robin Fisher, Chairman
Brevard County Commissioners
As approved by Brevard County Commission
4/28/2015

Exhibit J

Click on "JOBS"
Powered By CareerBuilder!

AD#351208,03/26/2015

The Brevard County Board of County Commissioners is soliciting bids and proposals for a variety of goods and services; such as, construction, equipment, and architectural/engineering services. Current bidding information is posted in various County facilities and can also be obtained from our website at www.brevardcounty.us/purchasing. The following are the bids/proposals published this week:

B-3-15-68 County Service Complex-Titusville Mod 4 Demolition - Specifications are available @ Facilities Management, 2725 Judge Fran Jamieson Way Bldg A, 2nd floor, Viera FL 32940 (321) 633-2050. A \$10 NON-FUNDABLE fee per cd is required. Pre-bid/walk thru is scheduled 04/02/15 @ 1:00 pm on site, 700 South Park Ave, Titusville, FL meeting in front of the modular. Opening is scheduled 04/16/15 @ 2:00 p.m.

P-3-15-14 Bound Counsel for the County of Brevard, FL Specifications are available @ Purchasing Services, 2725 Judge Fran Jamieson Way Bldg C #303, Viera FL 32940 (321) 617-7390. Opening I schedule 04/29/15 @ 3:00 p.m.

Lane, north of St Lucie Lane and East of Atlantic Avenue. The public hearing will be held on April 6, 2015, at 5:30 pm (or as soon thereafter as is reasonably convenient to the Planning Board). The above mentioned case will also be heard as a public hearing by the City of Cocoa Beach City Commission at their regular meeting on April 16, 2015 at 7:00 P.M. (or as soon thereafter as is reasonably convenient to the City Commission). Both public hearings will be held in the City Commission Chambers, Cocoa Beach City Hall, 2 South Oriando Avenue, Cocoa Beach, Florida.

A copy of the Agenda may be inspected at the City Development Services Department and can be found at www.cityofcocoabeach.com. Interested parties may appear at the public hearing and/or send written comments regarding the case(s) in advance to Aphl Fancon, City Planner afancon@cityofcocoabeach.com or at (321) 868-3218. All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they 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 to be based.

AD#351105,03/26/2015

CORRECTIVE NOTICE OF PUBLIC HEARING & PUBLIC COMMENT PERIOD COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

Brevard County Housing and Human Services Department is soliciting public review and comment for two Section 108 Loan Guarantee applications in the amounts of \$1,600,000 toward the construction of a new Health Department Facility and \$1,648,051 for the installation of a waterline and fire hydrants. Copies of the Section 108 Loan Guarantee applications will be available for public review and comment March 27, 2015- April 27, 2015 online at the following web address and physical addresses:

<http://www.brevardcounty.us/HumanServices/CommunityResources/CDBG>

Brevard County Housing and Human Services Department
2725 Judge Fran Jamieson Way
Building B, Suite 106,
Viera, FL 32940

Central Brevard Library
308 Forrest Avenue
Cocoa, FL 32922

These funds will be used to replace an inadequate existing Melbourne Health Department with a new 12,850 square foot building at 601 E. University Street, Melbourne, Florida, and for the installation of a waterline and fire hydrants along Satellite Blvd in the West Canaveral Groves Neighborhood Strategy Area located west of Cocoa City limits off Highway 520. The Health Department is contributing \$1,600,000 toward the construction of the new Health Department Facility through a State of Florida appropriation earmarked for the project. Brevard County's future Community Development Block Grant (CDBG) funds will be used for the repayment of the loan, with general revenue as the payer of last resort.

Citizens are invited to make written comments on the applications no later than 5:00 PM on April 27, 2015. Written comments may be delivered to Housing and Human Services Department, 2725 Judge Fran Jamieson Way, Building B, Viera, Florida 32940, fax (321) 633-2170, or e-mail Chenita.Joiner@brevardcounty.us. Comments received after 5:00 PM on April 27, 2015 will not be addressed in the report.

A Public Hearing will be held at 9:00 AM, April 28, 2015, during the regularly scheduled board meeting of the Brevard County Board of County Commissioners at 2725 Judge Fran Jamieson Way, Building C - 1st Floor, Viera, Florida. 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 should notify Brian Breslin in the Housing and Human Services Department at (321) 633-2076 no later than 48 hours prior to the meeting.

