City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, March 9, 2021

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 21-181 Approve the Agenda for the Regular meeting of March 9, 2021, as presented or with amendments.

Attachments: 03-09-2021 Short Agenda ADA.pdf

MINUTES:

II.2(a) 21-182 Approve the Minutes of the Regular meeting of February 9, 2021, as written or with amendments.

Attachments: 02-09-2021 Minutes ADA.pdf
CC Presentation (short) - Cirrus.pdf
EXHIBIT B-915 Florida Avenue presentation.pdf
EXHIBIT C-Photos provided by Councilmember Koss.pdf
E-Comment from Patrick Evangelista.pdf

II.2(b) 21-189 Approve the Minutes of the City Council Utilities Workshop of February 1, 2021, as written or with amendments.

Attachments: 02-01-2021 Workshop Minutes.pdf
Exhibit A.pdf
Exhibit B.pdf

III. AWARDS AND PRESENTATIONS:

III.1 21-183 Key to the City and Proclamation Presentation to Mrs. Karrie Hieber, Brevard County's 2021 Teacher of the Year. (Mayor Blake)

Attachments: Karrie Hieber as Teacher of the Year.pdf

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card.

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 21-169 Council approval to apply for two Phase 2 Construction Grants through the Florida Inland Navigation District (FIND) for the reconstruction of the boat ramps at Lee Wenner Park and dredging of the waterfront area. (Public Works Director)

Attachments: FIND Application Pt 1.pdf
FIND Application pt 2.pdf
FIND - Boat Ramps - Phase 2 Construction.pdf
FIND - Dredging - Phase 2 Construction.pdf

V.2 21-48 Approve Fourth Amendment to License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc. (Utilities Director)

Attachments: T-Mobile South, LLC Original Lease.pdf
T-Mobile South, LLC Amendment #1.pdf
T-Mobile South, LLC Amendment #2.pdf
T-Mobile South, LLC Amendment #3.pdf
A2C0020A COI 20-21.pdf
A2C0020A_Anchor_Final Plans CDS_102120 E-S set.pdf
T-Mobile South, LLC Amendment #4.pdf

V.3 21-199 Approval and allowance of an additional 30 days to execute a previously approved Binding Development Agreement between the City of Cocoa, Florida and M&R United, Inc. consistent with Appendix A Zoning of the City Code, to approve a conceptual development plan for a Single-Story Commercial Building type with retail development and a drive-thru use, on a parcel of land in the Waterfront Sub-district of the Cocoa Waterfront Overlay District, with conditions. (Community Services Director)

Attachments: Exhibit A - Development Agreement 12-9-20 Draft.pdf
Exhibit B - Concept Plan (Final) 12-8-20.pdf
Exhibit C - Building Elevations.pdf
Exhibit D - Conceptual Landscape Plan 12-7-20.pdf
Exhibit E - Traffic Impact Study.pdf
Location Map.pdf

CONSENT - MULTI-YEAR CONTRACTS:

V.4 21-155 Award Multi-year Bid # B 21-03A-COC, Lee Wenner Park- Mangrove Trimming to EarthBalance, the lowest responsive bidder. Authorize the City Manager to execute the contract for one year and to execute subsequent renewals pending future budget approvals. Authorize the City Manager to issue the related purchase orders. (Public Works Director)

Attachments: Bid Summary.pdf
City of Cocoa Certificate of Insurance.pdf
E-Verify Contractor Affidavit SIGNED.pdf
Master Bid Tabulation Sheet (B-21-03(A)-COC).pdf
Notification of Intent to Award SIGNED.pdf
Section 100.6 Scheduled Pricing Table.pdf
Service Level Agreement_Contract No. 21-03(A)_EARTHBALANCE.pdf

V.5 21-164 To authorize the City Manager to Approve and Execute the Assignment and Assumption of the multi-year contract between the City of Cocoa and Orange Lien Data, LLC to PropLogix, LLC for Lien Search Services. (Finance Director)

Attachments: PropLogix Consent to Assignment - Cocoa.pdf
Cocoa Agreement - Notarized.pdf

V.6 21-172 Approve the First and Final Amendment to Professional Services Agreement with S&ME, Inc. (PSA-03-13A-COC) for professional planning consultant services. The Final Amendment will be effective March 18, 2021 and terminating on March 17, 2022. Authorize the City Manager to execute the Amendment to the Professional Services Agreement, PSA-03-13A-COC. (Community Services Director)

Attachments: PSA-03-13A-COC 1st Amendment Signed by Vendor.pdf

Executed Agreement for Professional Planning Consultant Services.pdf

V.7 21-173 Approve the Request for Qualifications (RFQ) Review Committee Recommendation of a multi-vendor, multi-year award for professional services and hardware for Systems Administration; Network Architecture and Security; Wireless Network Support; Storage and Backups; Virtualization Support; Application/Database Development and Support; Audio/Visual Support and Desktop Support for RFQ #20-20-COCO, Professional IT Services. To authorize the City Manager to Negotiate and Execute Continuing Services Agreements with the recommended firms. (Chief Technology Officer)

Attachments:

Notification of Intent to Award - Advanced Systems Solutions.pdf
IT Consulting Services Agreement_Contract No. 20-20-Advanced Systems Solu
EXHIBIT A - Price Schedule - Advanced Systems Solutions Inc.pdf
E-Verify Contractor Affidavit - Advanced Systems Solutions.pdf
Notification of Intent to Award - Empire Computing & Consulting.pdf
IT Consulting Services Agreement_Contract No. 20-20-Empire Computing & Co
EXHIBIT A - Pricing Schedule - Empire Computing and Consulting.pdf
E-Verify Contractor Affidavit - Empire Computing & Consulting.pdf
Notification of Intent to Award - IM Solutions.pdf
IT Consulting Services Agreement_Contract No. 20-20-IM Solutions (2).pdf
EXHIBIT A - Pricing Schedule - IM Solutions.pdf
E-Verify Contractor Affidavit - IM Solutions.pdf
Notification of Intent to Award - Integrated Fire and Security Solutions.pdf
IT Consulting Services Agreement_Contract No. 20-20_Integrated Fire and Sec
EXHIBIT A - Pricing Schedule - Integrated Fire and Security Solutions.pdf
E-Verify Contractor Affidavit - Integrated Fire and Security Solutions.pdf
Notification of Intent to Award - Network Support Company.pdf
IT Consulting Services Agreement_Contract No. 20-20 Network Support Compa
EXHIBIT A - Pricing Schedule - Network Support Company.pdf
E-Verify Contractor Affidavit - Netwrok Support Company.pdf
Notification of Intent to Award - Valeo Networks.pdf
IT Consulting Service Agreement_Contract No. 20-20 Valeo Networks.pdf
EXHIBIT A - Pricing Schedule - Valeo Networks.pdf
E-Verify Contractor Affidavit - Valeo Networks.pdf
Evaluator 1_R Beach.pdf
Evaluator 2_M Lawyer.pdf
Evaluator 3_R Turner.pdf
Evaluator 4_C Perry.pdf
COI Workers Comp 2021 - Empire Computing & Consulting.pdf
COI IM Solutions.pdf
COI Integrated FIre and Security Solutions.pdf
COI Network Support Company.pdf
COI Valeo Networks.pdf
COI Pro Liability Advanced Systems Solutions.pdf
COI General Liability Advanced Systems Solutions.pdf

VI. COUNCIL BUSINESS:

VI.1 21-184 Accept Stantec Consulting Services, Water/Sewer Utility Impact Fee Study and the Utility Rate Design and Miscellaneous Service Charges Study, Final Reports. (Finance Director)

Attachments: cocoa_ws_rates_misc_fees_final_report_20210127.pdf
cocoa_impact_fee_final_report_20210127.pdf

VI.2 21-203 This request is for the City Council to consider establishing term limits for City Advisory Committees and Boards. (Councilmember Koss)

VII. PUBLIC HEARINGS:

VII.1 21-185 Approve a Resolution for FY21, Updating the Utility Handbook's Policies (1000.3) and including Schedule A (1001A.FY21): Water, Sewer and Reclaimed Utility Rates, Fees and Charges and Schedule B (1001B.FY21): Miscellaneous Rates, Fees and Charges, Effective April 1, 2021; and including an annual 4% automatic increase to the rates, fees and charges set forth on Schedule A commencing on October 1, 2021 and each October 1 thereafter through the rate increase on October 1, 2025 subject to the City Council's annual review and authority to suspend or reduce said automatic annual increase. (Finance Director)

Attachments: Utility Handbook and Schedules A & B Resolution FY 2021- ADA Compliant.doc
1000.3 - City of Cocoa Utilities Handbook ADA.docx
1001A.FY21.0 - Schedule A - Utility Rates Fees_Charges.docx
1001B.FY21.1 - Schedule B - Miscellaneous Rates Fees_Charges.docx
1001B.FY22.0 - Schedule B - Miscellaneous Rates Fees_Charges.docx
1001B.FY23.0 - Schedule B - Miscellaneous Rates Fees_Charges.docx
1001B.FY24.0 - Schedule B - Miscellaneous Rates Fees_Charges.docx

VII.2 21-153 Pass on 2nd Reading: Ordinance 01-2021, amending the Future Land Use Map designation of one (1) parcel totaling 0.6 acres from Brevard County "Community Commercial" to City of Cocoa "Industrial". (Community Services Director)

Attachments: Ordinance No. 01-2021 FLU Amendment Gem Industries to Industrial (1).pdf
Exhibit A - Legal Description.pdf
FLU Application and Petition.pdf
Gem King St FLU map 12-15-20.pdf
Legal Ad Proof - FLUM (Gem Industries).pdf

VII.3 21-166 Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2021-2022 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 25, 2021. (Community Services Director)

Attachments: Exhibit A- Florida Today Ad.pdf
Exhibit B- Review Committee Scoring Sheets.xlsx

VIII. CITY BUSINESS:

VIII.1 21-156 Award Bid No. B-21-07-COC, Dyal Groundwater Filter #2 IMS Cap and Media Replacement, Project No. WS19FR, to Elenis Contracting, LLC, of Campbell, Ohio, in the Amount of $256,013; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $25,602 (10% of the contract amount), for a Total Project Cost of $281,615; To Approve a Resolution Amending the FY2021 Budget, BAF #21-053-A; and To Authorize the City Manager to Execute the Contract. (Utilities Director)

Attachments: Service Level Agreement Contract No. 21-07 ELENIS.pdf
Res Proj Contingency - Dyal GW Filter #2.doc
Budget Resolution - Dyal GW Filter #2 -ADA Compliant.docx
Bid Summary.pdf
BAF 21-053-A-UT-Dyal Groundwater Media Replacement (03-09-21) Agenda 2
ITB-B-21-07-COC Bid Tabulation Worksheet.pdf
SIGNED Notification of Intent to Award.pdf
SIGNED E-Verify Contractor Affidavit.pdf
APPENDIX A - Technical Specs.pdf
Exhibit A - I20447 Leopold Filtration Equipment REV00 10-9-20.pdf
Exhibit B - Leopold IMS Cap Replacement Procedure.pdf
Exhibit C - Leopold Type S Underdrain Brochure.pdf
Exhibit D - Drawing of Existing Filter Arrangement.pdf
Elenis COI Revised - Exp 3-27-21 .pdf

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per item shall be allowed.

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This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

Legislation Details (With Text)

File #:	21-181	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	2/25/2021			**In control:**	City Council
On agenda:	3/9/2021			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of March 9, 2021, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-09-2021 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 25, 2021
Agenda Date: March 9, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of March 9, 2021, as presented or with amendments

BACKGROUND:

The City Council approves the agenda for all of its regular meetings at the beginning of such meetings.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves the Agenda for all of its regular meetings at the beginning of such meetings.

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of March 9, 2021, as presented or with amendments

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: March 9, 2021
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of March 9, 2021 (21-181)

2. Minutes: (a) Regular Meeting of February 9, 2021 (21-182)
(b) Utilities Workshop of February 1, 2021 (21-189)

III. Awards and Presentations:

1. Key to the City and Proclamation Presentation to Mrs. Karrie Hieber, Brevard County's 2021 Teacher of the Year. (21-183). (Mayor Blake)

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

(A) General Consent Items:

1. Council approval to apply for two Phase 2 Construction Grants through the Florida Inland Navigation District (FIND) for the reconstruction of the boat ramps at Lee Wenner Park and dredging of the waterfront area. (21-169). (Public Works Director)

2. Approve Fourth Amendment to License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc. (21-48). (Utilities Director)

3. Approval and allowance of an additional 30 days to execute a previously approved Binding Development Agreement between the City of Cocoa, Florida and M&R United, Inc. consistent with Appendix A Zoning of the City Code, to approve a conceptual development plan for a Single-Story Commercial Building type with retail development and a drive-thru use, on a parcel of land in the Waterfront Sub-district of the Cocoa Waterfront Overlay District, with conditions. (21-199). (Community Services Director)

(B) Multi-Year Contracts:

4. Award Multi-year Bid # B 21-03A-COC, Lee Wenner Park- Mangrove Trimming to EarthBalance, the lowest responsive bidder. Authorize the City Manager to execute the contract for one year and to execute subsequent renewals pending future budget approvals. Authorize the City Manager to issue the related purchase orders. (21-155). (Public Works Director)

5. Authorize the City Manager to Approve and Execute the Assignment and Assumption of the multi-year contract between the City of Cocoa and Orange Lien Data, LLC to PropLogix, LLC for Lien Search Services. (21-164). (Finance Director)

6. Approve the First and Final Amendment to Professional Services Agreement with S&ME, Inc. (PSA-03-13A-COC) for professional planning consultant services. The

Final Amendment will be effective March 18, 2021 and terminating on March 17, 2022. Authorize the City Manager to execute the Amendment to the Professional Services Agreement, PSA-03-13A-COC. (21-172). (Community Services Director)

7. Approve the Request for Qualifications (RFQ) Review Committee Recommendation of a multi-vendor, multi-year award for professional services and hardware for Systems Administration; Network Architecture and Security; Wireless Network Support; Storage and Backups; Virtualization Support; Application/Database Development and Support; Audio/Visual Support and Desktop Support for RFQ #20-20-COCO, Professional IT Services. To authorize the City Manager to Negotiate and Execute Continuing Services Agreements with the recommended firms. (21-173). (Chief Technology Officer)

VI. Council Business:

1. Accept Stantec Consulting Services, Water/Sewer Utility Impact Fee Study and the Utility Rate Design and Miscellaneous Service Charges Study, Final Reports. (21-184). (Finance Director)

2. Request for the City Council to consider establishing term limits for City Advisory Committees and Boards. (21-203). (Councilmember Koss)

VII. Public Hearings:

1. Approve a Resolution for FY21, Updating the Utility Handbook's Policies (1000.3) and including Schedule A (1001A.FY21): Water, Sewer and Reclaimed Utility Rates, Fees and Charges and Schedule B (1001B.FY21): Miscellaneous Rates, Fees and Charges, Effective April 1, 2021; and including an annual 4% automatic increase to the rates, fees and charges set forth on Schedule A commencing on October 1, 2021 and each October 1 thereafter through the rate increase on October 1, 2025 subject to the City Council's annual review and authority to suspend or reduce said automatic annual increase. (21-185). (Finance Director)

2. Pass on 2nd Reading: Ordinance 01-2021, amending the Future Land Use Map designation of one (1) parcel totaling 0.6 acres from Brevard County "Community Commercial" to City of Cocoa "Industrial". (21-153). (Community Services Director)

3. Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2021-2022 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 25, 2021. (21-166). (Community Services Director)

VIII. City Business:

1. Award Bid No. B-21-07-COC, Dyal Groundwater Filter #2 IMS Cap and Media Replacement, Project No. WS19FR, to Elenis Contracting, LLC, of Campbell, Ohio, in the Amount of $256,013; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $25,602 (10% of the contract amount), for a Total Project Cost of $281,615; To Approve a Resolution Amending the FY2021 Budget, BAF #21-053-A; and To Authorize the City Manager to Execute the Contract. (21-156). (Utilities Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

None.

X. Reports:

- Advisory Boards and Committees
- City Manager & Administration
- City Attorney
- City Council

XI. Adjournment:

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(1) https://tinyurl.com/s5e875r or

(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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Legislation Details (With Text)

File #:	21-182	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	2/25/2021			**In control:**	City Council
On agenda:	3/9/2021			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of February 9, 2021, as written or with amendments.				
Sponsors:					
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Attachments:	02-09-2021 Minutes ADA.pdf CC Presentation (short) - Cirrus.pdf EXHIBIT B-915 Florida Avenue presentation.pdf EXHIBIT C-Photos provided by Councilmember Koss.pdf E-Comment from Patrick Evangelista.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 25, 2021
Agenda Date: March 9, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of February 9, 2021, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves the minutes of all its meetings following transcription.

RECOMMENDED MOTION:
Approve the Minutes of the Regular meeting of February 9, 2021, as written or with amendments

MINUTES
City of Cocoa
Regular Meeting of The City Council

February 9, 2021

A Regular City Council Meeting was held on Tuesday, February 9, 2021, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:00 p.m.

Councilmember Hearn provided the invocation and Councilmember Dyal led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Matthew Fuhrer, Assistant City Manager; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; John Hankins, Interim Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; Jason McCuen, Helpdesk Support Tech; Rob Beach, Chief Technology Officer; Samuel Byrd, Deputy Fire Chief; Robert Seeber, District Fire Chief; Dodie Selig, Planning Manager; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of February 9, 2021 (21-105)

2. Minutes: (a) Regular Meeting of January 12, 2021 (21-129)
(b) City Council Priority Planning Workshop on January 19, 2021 (21-126)

* **MOTION by Councilmember Hearn; Seconded by Councilmember Dyal, to approve the Agenda as presented for the Regular meeting of February 9, 2021 as presented.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Goins, to approve the Minutes for the Regular Meeting of January 12, 2021 and the City Council Priority Planning Workshop on January 19, 2021 as written.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Black History Month Proclamation. (21-123). (Mayor Blake)

Mayor Blake read the Proclamation into the record.

2. Fire Department Equipment Presentation. (21-125). (Chief Lamm)

Chief Lamm introduced Mr. and Ms. Diaz from Firehouse Subs in Rockledge, along with representatives from DMS who were in attendance. He spoke about the grant that was received by the City and showed various pieces of equipment such as the jaws of life, cutters, and a few others that were purchased with the grant funds.

Chief Lamm felt it was important to show what a joint partnership could do for the City. He thanked them all again.

Mayor Blake thanked them all and agreed with the importance of partnerships with the City.

Councilmember Hearn spoke as a firefighter and knows how important the tools are. He also thanked them for their support.

IV. Delegations:

Rev. J. B. Dennis, 3710 Catalina Drive, Cocoa, thanked the City for doing an outside search for the new Police Chief. He pointed out that there was not one black police officer in Cocoa in a leadership position and believed that the search could continue. He further mentioned that at the last meeting he spoke in regards to a petition and would like that on an agenda.

Allen Chapman, Executive Director of HCVMS, mentioned the upcoming Brewers Bash at Riverfront Park. Entertainment will be provided and there will be other food and drinks booths as well. Admission is free and tickets for tasting are $40. It will be a safe event, with booths spread out and social distancing and masks will be required. The event is on February 13th beginning at noon.

V. Consent Agenda:

1. Approve Task Order 2021-21 with Bussen Mayer Engineering Group, Inc. for Professional Engineering and Consulting Services for the Lakes at Cocoa Grove - Utility Extensions, Project No. WS21CG; To Approve a Resolution Amending the FY2021 Budget, BAF #21-045-T. (21-66). (Utilities Director)

*** MOTION by Councilmember Dyal; Seconded by Councilmember Koss, to approve the Consent agenda.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Pass on 1st Reading; Ordinance 03-2021: a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one (1) parcel totaling 15.74 acres from General Commercial to Mixed-Use Planned Unit Development, and consideration of a Binding Development Agreement / Final Planned Unit Development / Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Cirrus Mixed-Use PUD project on this same parcel. (21-122). (Community Services Director)

Attorney Garganese read Ordinance No. 03-2021 into the record by title only as follows. He advised that this was first reading of the ordinance. He noted there are some recommended conditions for this ordinance and a proposed

development agreement running with this ordinance. The intent is for the development agreement to be approved during the second reading of this ordinance. The agreement is not subject to final approval tonight but at the second reading.

ORDINANCE NO. 03-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 15.74 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON STATE ROAD 524, DIRECTLY SOUTH OF STATE ROAD 528 AND WEST OF EAST INDUSTRY ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM GENERAL COMMERCIAL (CG) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Bunt pointed out that this was going to be a 280-unit apartment complex in the old Winn Dixie Plaza.

Ms. Selig provided a presentation[1] regarding the project.

She provided the project application summary and mentioned that the Planning and Zoning Board heard this at their meeting and recommended approval.

The project location and future subdivision rendering was shown.

Lastly, Ms. Selig provided the rezoning analysis and staff's recommendation.

Councilmember Koss asked what DBH stood for and Ms. Selig explained it was Diameter at Breast Height. She further spoke about possible issues in the area and what the requirements in our Code entailed.

Councilmember Koss spoke in favor of the project and believed it would be a great addition to the neighborhood.

Deputy Mayor Goins asked if there was an update on the FDOT improvements on SR524. Ms. Selig does not have a true update at this time.

Mr. Smith advised that SR 524 was in PD & E phase now and when the study was complete they would move to the next step of design.

[1] EXHIBIT A: Zoning Map Amendment Project Cirrus Presentation

Councilmember Dyal recalled that when Winn Dixie was first put in there was a flooding issue in Coventry. He asked if there would be work done to stop that from happening. In response, Ms. Selig stated there is a stormwater pond and wetlands and stormwater will have to be kept onsite.

Mayor Blake was in favor of the project as well.

Mayor Blake closed the hearing to Council and opened the hearing to the public.

There being no response, the public portion of the hearing was closed.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to approve Ordinance No. 03-2021 on First Reading.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at 5555 SR 524, be reduced to $1,306.90 as recommended by the Code Enforcement Board. (21-100). (Interim Chief of Police)

* **MOTION by Councilmember Koss; Seconded by Councilmember Dyal, to approve the current Code Enforcement Lien for the property located at 5555 SR 524, be reduced to $1,306.90 as recommended by the Code Enforcement Board.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the current Code Enforcement Lien for the property located at 2610 N. Cocoa Blvd., be reduced to $2,000.00 as recommended by the Code Enforcement Board. (21-101). (Interim Chief of Police)

Interim Police Chief Hankins informed Council that the owner was in attendance and would like to speak in regards to the item.

Larry Curvin, 225 Florida Blvd, Merritt Island, provided a history of this property from the time that he acquired it until now.

He explained that the City did not have a building official at the time of purchase and he was given a permit to proceed with the work. As soon as a building official was hired he was he had to stop the job. He was told that if they got an inspection

every six months and passed they would be fine. During the last inspection he was informed that he could not continue as the property had been rezoned.

Mr. Curvin stated that he was guilty of letting the property go and was not aware that it had been in violation for over 277 days at $100 per day. He did not receive a letter and understands that process now.

Mayor Blake was aware of the administrative costs and had to stand by those.

Councilmember Koss sympathized with Mr. Curvin but lives close to the neighborhood and neighbors felt it was bringing down their property values.

Deputy Mayor Goins asked what his plans were for future use. In response, Mr. Curvin explained that he sold it and was waiting to close and had to drop the price due to the property being rezoned.

* **MOTION by Deputy Mayor Goins; Seconded by Mayor Blake to approve the current Code Enforcement Lien for the property located at 2610 N. Cocoa Blvd., be reduced to $2,000.00 as recommended by the Code Enforcement Board**.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve a Partial release for 1053 Hickory Ln. from the properties located at 1045 Olive St. & 1115 Broadmoor Dr., be reduced to administrative cost of $100.00 as recommended by the Code Enforcement Board. (21-81). (Interim Chief of Police)

Interim Chief Hankins mentioned that this property was tied to several other properties sold to another developer. This will release the single piece of property.

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Goins, to approve a Partial release for 1053 Hickory Ln. from the properties located at 1045 Olive St. & 1115 Broadmoor Dr., be reduced to administrative cost of $100.00 as recommended by the Code Enforcement Board, with discussion.**

Deputy Mayor Goins asked where the original code violation was at and in response Interim Chief Hankins noted there were violations on all of the properties.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. City staff is seeking approval to continue negotiations for a two week period with Waste Management for solid waste services for customers within the City of Cocoa. (20-138). (Public Works Director)

Mr. Smith mentioned that per Council's direction at the January 19, 2021 workshop staff extended negotiations with Waste Management. Staff is requesting a little more time to address four items and would like to continue those negotiations for a two-week period.

Dina Reider-Hicks, 3303 Lake Drive, Cocoa, and with Waste Management Public Affairs spoke about their history with the City and of a survey that was done a few months ago. The majority of the residents who responded, which was 93.8% want to keep the relationship with Waste Management. Additionally, Waste Management appreciates the effort that staff has put forth to keep their relationship. She further thanked them for the continued two-week negotiation period and for their trust and confidence in Waste Management.

Joanne Stanley, Republic Services, Palm Bay, and the Municipal Services Manager, advised that they now have the City of Palm Bay and hoped that this contract goes out to bid as they are interested.

Platt Loftis, Waste Pro, 2951 W. King St., Cocoa, stated it was great to be back and would support a bid if one was to happen. They were in favor of an RFP. He noted they have audited the city routes and know where the issues are. He asked Council to consider the rates and those being proposed. He thanked all who have met with him.

George Galetko, with Waste Management, spoke on three points. He mentioned the rate structure in comparison with Cape Canaveral and Palm Bay. He further advised that there are costs that you can negotiate out that you cannot with an RFP. Lastly, he spoke about fuel and the M.R.F. (materials recovery facility) and that Waste Management was the lowest. They appreciate Cocoa's business.

Mayor Blake clarified that what Mr. Smith was looking for was a two-week extension to negotiation with Waste Management and during that period if we do not like what was being presented we could go in a different direction. Mr. Smith responded in the affirmative.

City Manager Whitten noted that they would bring back a recommendation to either go with Waste Management or go out for an RFP.

Councilmember Koss mentioned that recycling was going through a change. In response, Mr. Galetko advised that this was a competition that drives price and

service. Ms. Reider-Hicks thanked Councilmember Koss for touring the M.R.F. (materials recovery facility) and was glad that she could see everything first hand. There have been dramatic changes in regards to recycling and Waste Management is committed to recycling and keeping it viable. She assured Council that they are looking at all ends to keep recycling going.

*** MOTION by Councilmember Koss; Seconded by Councilmember Hearn, to continue negotiations with Waste Management for two weeks.**

AYES: Blake, Goins, Hearn, Koss

NAYES: Dyal

THE MOTION CARRIED (4-1)

VIII. City Business:

Multi-Year Contracts:

1. Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC, for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Cleaning & CCTV Inspections of Main Line Sewers Utilizing the City of Daytona Beach Contract No. 0118-2600, effective February 6, 2019 through February 5, 2020, Renewal February 6, 2020 through February 5, 2022. (21-94). (Utilities Director)

*** MOTION by Mayor Blake; Seconded by Deputy Mayor Goins, to approve the item.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. Informational Agenda:

None.

X. Reports:

Mr. Walsh mentioned that yesterday there was a large story that hit the news about a water plant security breach in their water system. He assured all those listening that Cocoa has a robust security system and everything was in place to protect het plant from something happening.

Additionally, he advised that notification would be going out in water bills regarding a chemical change in the water system. This change will be made in the beginning of March and they will slowly go back to the chlorine system currently being used.

Ms. Senger mentioned that Cocoa High School was planning on doing a Black History Month Celebration at Riverfront Park. This is usually held at the school. The chorus and orchestra will be performing and a fee waiver was being requested.

* **MOTION by Mayor Blake; Seconded by Councilmember Koss, to approve the fee waiver for Cocoa High School's use of Riverfront Park for their Black History Month Celebration.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Senger mentioned that in July, 2019, the Rosa L. Jones' family reached out to the City about doing a traffic signal wrap in honor of her. They raised $5,000 and decided after receiving that much to do a mural instead. Ms. Senger has been meeting with Ms. Jones' granddaughter Lena Baker, along with Ms. Nancy Elliott.

They have not been able to locate a good place for a mural and have decided on an art installation at the entrance of Rose L. Jones Drive as they are adamant about it being the Village. They would like to make it moveable as well as they know there will be work done in that area. Additionally, they will work with Public Works to ensure safety in the area. This would be a mirage of her life and they would like to see it completed by August 2021 as they are having a family reunion and would like to unveil it at that time.

Ms. Senger pointed out that they needed Council's blessing to do this project.

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Goins, to approve the proposed art installation project for Rosa L. Jones.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Interim Police Chief Hankins spoke about the Drug Take Back Initiative where the community can bring in prescriptions or other medicines and place in a lock box

at the Police Department. Last year, they were approached by Elastic and they are donating a new box for the same purpose to the Police Department.

Secondly, he advised that there were eleven openings at the Police Department and they swore in five brand new officers yesterday for the City.

Chief Lamm provided a COVID update. In the State of Florida there are currently 1,783,720 cases with 27,815 deaths. There are 31,006 in Brevard County with 77 active cases in the City of Cocoa.

In regards to vaccinations, 72,849 have been given in Brevard County and some of those have completed both shots. They are still working closely with Brevard County to get vaccinations and to start serving more citizens in the County.

On February 12, 2021, from 10 am until 1 pm at the Joe Lee Smith Center and in City Hall, they will be running the program again to help citizens get on the waiting list for the vaccination. He encouraged Council to let people know.

Chief Lamm further advised that the Governor recently announced that Walmart and Publix will be giving vaccinations as well. This will not be all of the stores and the location in Cocoa will be at Sams Club. Ms. Senger will push out information as soon as it is available and you do not have to be a member to get vaccinated there.

Lastly, there will be a program at Cocoa West and it will be through five of our local churches. Signups have been completed and are full.

He asked all to remain patient as it is a tough time for families and local leaders. They are pushing as hard as they can to get vaccinations here in the City.

Deputy Mayor Goins asked about the numbers for the sign up locations last week. In response, Chief Lamm mentioned it was about fifteen people but not to get discouraged as it was a quick advertisement. Phone calls are still being taken and people are still being signed up. Citizens are also being invited to the fire station and City Hall if they need help.

City Manager Whitten mentioned that at the last workshop there was some confusion regarding 915 Florida Avenue. The request was to either continue with attempts to negotiate a development agreement or to go back to the drawing

board. He felt that the following points should be included if they proceed with a development agreement.

Attorney Garganese noted late this afternoon they received a letter from the developers attorney and he explained to Council what that letter entailed.

City Manager Whitten provided a presentation[2] and discussed the Development Agreement requirements in detail. Staff's proposed timeline was discussed as well.

Mayor Blake asked how long the current developers have had to complete this project. It was pointed out that it has been over two years. Mayor Blake further asked if any legal issues incurred during this time, of which the City Manager was not aware of any.

Mayor Blake reiterated that they have had over two years to start this project. He understands the guidelines and what the attorney was saying, but he wanted the best use for the property and is tired of waiting.

Councilmember Dyal questioned an incident where a crane hit a supportive wall. He asked if an independent group came out to inspect that. Ms. Bunt answered in the affirmative.

Deputy Mayor Goins asked when the potential meeting would be. City Manager Whitten advised as soon as the attorney can draft the agreement and get it to them.

Deputy Mayor Goins felt that it was going to be a lot of going back and forth and would be wasting time. He feels that they will not meet the City's guidelines and should go out for an RFP.

Mayor Blake asked if the City could automatically go out for an RFP if the guidelines are not met.

City Manager Whitten stated yes and that Council could provide a date for that. He stressed that all of those items were on the table when he became City Manager and further reminded Council that a draft never got to Council.

Furthermore, it is his desire to maintain ownership of the property as there is billboard revenue on it. It makes sense to update the appraisal and the best and highest use analysis.

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[2] EXHIBIT B: 915 Florida Avenue Presentation

City Manager Whitten reiterated the conditions in detail. He was not sure how the developer can claim there was an agreement that cannot be changed.

Councilmember Hearn confirmed that this would be presented to the developer and an updated appraisal would be done. He further asked what the timeline would be if it goes out for an RFP.

Ms. Bunt pointed out that they were waiting on the best and highest use and hoped it would be back this month and that the appraisal would be done by the end of March.

Councilmember Dyal felt that a two-week timeline should be given once the developers receive the agreement to accept it or not.

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Goins, to approve a two week turn-around from the date of the receipt of the agreement by the developers to accept it or not.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Lastly, City Manager Whitten spoke about a subject brought up a few weeks ago regarding a structure that is surplus property. The City's policy states that staff can donate items when they are not sold at auctions; however, we can only donate to other municipalities, but Council can donate to individuals or auction them to individuals.

He was requesting that Council approve the donation of the shade that was requested by Dakota's Carwash to use as a cover to help out her business but wanted the City to be held harmless with regard to the condition of the structure. It would also be up to the requestor to remove it and obtain a permit if needed.

Mayor Blake clarified that it must be declared a surplus. In response, City Manager Whitten stated that the City no longer has a use for it and asked that the motion include the conditions set forth by staff.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Dyal, to donate the poll and shade at the Harry T. Moore Center to Dakota's Carwash with the stipulation set forth by the City Manager.**

Councilmember Koss asked if this would be setting a precedent.

Deputy Mayor Goins felt that it was at Council's discretion. This structure has been sitting and was surplus property and the owner knows that it would help her business.

Councilmember Dyal had no problem with this donation but it might cost to take it down as well.

Attorney Garganese advised that this needs to be a surplus property and there needed to be a clear understanding that there was no municipal purpose for this structure, and that the City would not incur any costs for the removal. Additionally, there would be an economic benefit for the repurpose of this.

Mayor Blake reiterated that the key word was "surplus" and he did not want to set a precedent.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Hearn stated that this Saturday they would be doing a community cleanup starting at Carl Anderson Park and would work up to N. Fiske to 7-Eleven on Dixon Blvd. They will have gloves and other items to pick trash up with. This will be from 8 a.m. until 11:30 a.m.

Mayor Blake felt that this was excellent timing as people were asking why one area gets more attention than others.

Councilmember Hearn spoke about former Cocoa High student Jamel Dean who earned a Super Bowl ring this weekend and it was a big statement for Cocoa. It shows how far one can take their vision.

Councilmember Koss thanked Mayor Blake for attending the trash cleanup at Provost Park. Fifteen bags of trash were collected by Cocoa Rotary.

She announced that this Saturday at 10 a.m. is the Mayor's Fitness Challenge at Travis Community Center. They would do about ¾ of a mile around Clearlake Loop.

The Clearlake Loop will be opening March 1st and she thanked the Sustainability Advisory Board for making that happen. She will be walking there every Wednesday at noon for anyone who would like to join her.

On Wednesday, February 17th there would be a special walk to commemorate and celebrate former Mayor Jake Williams, Jr. as it will be his birthday and is the first day of Lent.

Councilmember Koss showed a photo[3] of the path at the Cocoa Conservation Trail. Mr. Smith worked with a homeowner who would be available to open and close the gates. A photo was also shown of an eaglets nest.

Deputy Mayor Goins stated that at the recent Diamond Square CRA meeting Economic Development did a presentation about their small business pilot program and pointed out that staff has been working on this for a while. It is a great program and will help a lot of businesses out. It will start in the Diamond Square area.

Deputy Mayor Goins spoke in detail about Jamel Dean, who plays for the Tampa Bay Buccaneers and is a Super Bowl LV winner.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Dyal, to award Jamel Dean a Key to the City and to proclaim February 7th as Jamel Dean Day in the City of Cocoa.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor Blake asked that a letter be sent to all of the businesses in Cocoa to recognize Jamel Dean on their marquees or in other ways. Let them know it is optional but would be nice. Mr. Dean is well established, well rounded and had a 3.5 g.p.a. while in school. He is very proud of him and thanked the City for acknowledging him on the City's marquees.

There will be a recognition event on February 20th in conjunction with Cocoa High School for Mr. Dean. More details are to follow.

Mayor Blake noted that on March 12, at 10 a.m. in conjunction with St. Mark's is a walk with their students and parents for the Mayor's Fitness Challenge. He asked

[3] EXHIBIT C: Photos provided by Councilmember Koss

that staff possibly be out during that time to pass out water and cheer them on as they come by.

On March 13th at 9 a.m. they will be back in the Village for the Mayor's Challenge at Riverfront Park.

Deputy Mayor Goins mentioned that on March 20th there will be food trucks and a DJ at the pond by Barbara Jenkins St. in Diamond Square to get people out walking around that area.

He reminded all of the Community Watch meeting tomorrow at Satsuma St. from 6-7 p.m.

Councilmember Dyal invited everyone to join him on February 18th at the Tiger Den at 10 a.m. to walk.

Councilmember Dyal further mentioned his attendance at the Citizens Academy which was at Fire Station #1. They got to see some of the equipment used and pointed out that Cocoa Auto Salvage brought a junked car so the firefighters could demonstrate how the equipment was used.

Councilmember Dyal asked Interim Chief Hankins about car noise. In response, Interim Chief Hankins noted that there is case law which makes it a non-enforceable statute. He agreed it was annoying but their hands are tied due to litigation.

Mayor Blake spoke about the Manufacturer's Tour on January 25th and thanked Ms. Essing as she was an instrumental part of making that tour happen.

He spoke about a Zoom meeting he did with students at Cambridge Elementary and thought the third grade class did a great job.

Mayor Blake asked the status of the Day of Prayer event on February 27th. In response, Ms. Senger advised that about six pastors have called and responded and each of them are bringing about three to four people. They are also all announcing them at their ministries.

He acknowledged Arbor Day and that the City had received a letter for being recognized as a Tree City USA.

Lastly, he congratulated the 2021 Brevard County Teacher of the Year from Cocoa High School, Karrie Hieber.

XI. Adjournment:

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to adjourn the Regular meeting of February 9, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:05 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie E. Shealy, City Clerk

Zoning Map Amendment

Project Cirrus

February 9, 2021

EXHIBIT A: Zoning Map Amendment
Project Cirrus Presentation

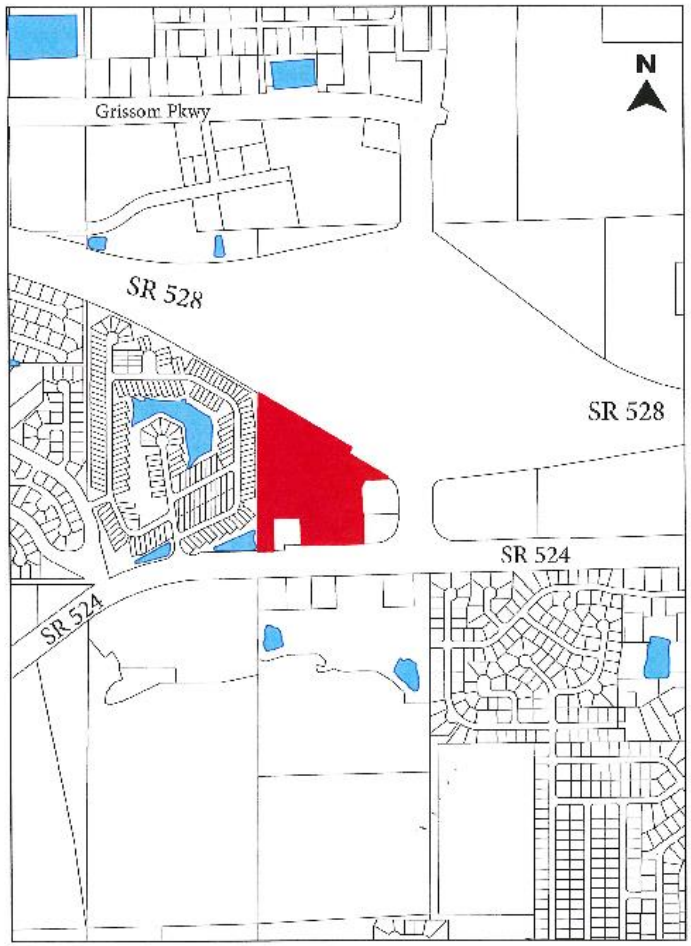
Project Application Summary

Applications tied to the redevelopment of this property:

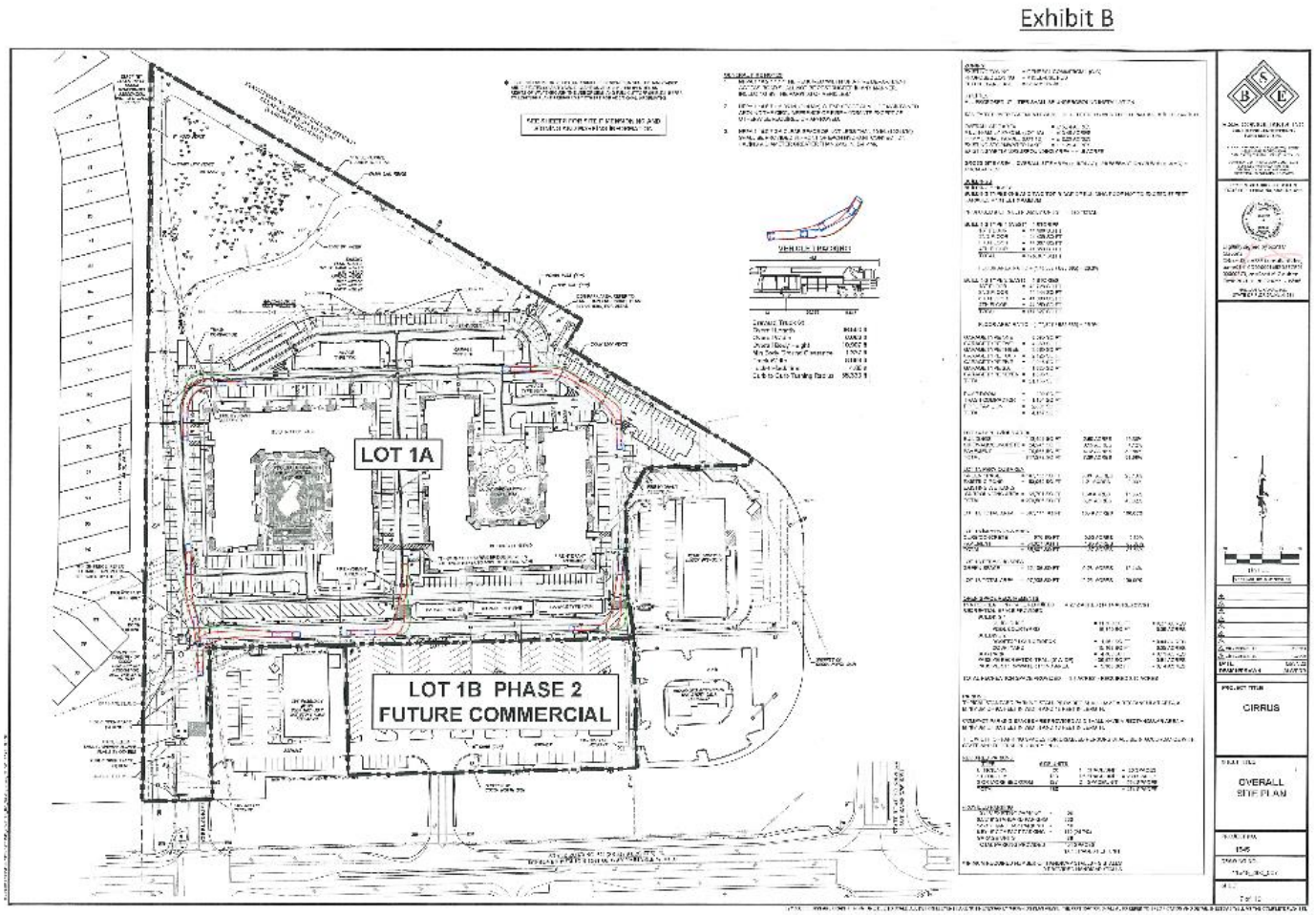
- Binding Development Agreement
  - Exhibit B - Overall Site Plan
- Rezoning from General Commercial to Mixed-Use PUD
  - Ordinance 03-2021
- Final Planned Unit Development (PUD)
- Preliminary Subdivision
- Large-Scale Site Plan

Project Location

Cirrus Apartments



Future Subdivision



Cirrus Rendering



Rezoning Analysis

Future Land Use Designation:	Commercial
Existing Zoning District:	C-G (General Commercial)
Proposed Zoning District:	Mixed-Use PUD

- Established land use pattern of nearby districts
- Public facilities impact
- Compliance with the Future Land Use Map and the Comprehensive Plan
- Adversely influence living conditions in the neighborhood
- Traffic congestion or public safety
- Adverse effect property values in the adjacent areas
- Deterrent to the improvement or development of adjacent property
- Change suggested is out of scale with the needs of the neighborhood

Recommendation

Pass on 1st Reading; Ordinance 03-2021: a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one (1) parcel totaling 15.74 acres from General Commercial to Mixed-Use Planned Unit Development with the conditions stated in the agenda item recommended motion.

915 Florida Avenue



EXHIBIT B: 915 Florida Avenue Presentation

Development Agreement Requirements:

1) The city shall retain ownership of .54-acre parcel
2) Sales price shall be based on current appraisal
3) Payment of one parcel will be at transfer of title
4) Except for the first mortgage by the primary lender, the Villas shall not encumber the Property with any other mortgages, liens, easements or other encumberances

Development Agreement Requirements:

5) The Villas shall provide and deliver to the City the following prior to closing:

- ***Financing.*** Written proof of a binding financing commitment to construct the applicable portion of the Project from a bona fide lending institution, private lender or equity group indicating that the Project has been financed to commence and complete construction in accordance with the terms and conditions of this Agreement. Such proof shall also include any documentation of proof of pre-sales or pre-leasing associated with the financing secured as referenced above and of any personal or business guarantees or collateral to be used to obtain the financing commitment.

Development Agreement Requirements:

6) Project will be completed in One Phase
7) The timeline should follow the City's Code for Final Plat Approval and all of the utilities and infrastructure, including the stormwater management facilities and roadways for the entire project should be completed and accepted prior to recording of final plat.
8) The timeline shall have an 18-month timeframe from final plat approval for the entire project.

Staff's Proposed Timeline:





Options for Council based on 2/1/2021 Presentation

- **OPTION 1:** Terminate negotiations with The Villas of Cocoa Village, LLC. and reject all other proposals received under RFP#P-18-11-COC
- **OPTION 2:** Instruct the City Attorney and City Manager to continue to negotiate a final draft Development Agreement for Council's consideration and approval

EXHIBIT C: Photos provided by Councilmember Koss





Carie Shealy

From: Samantha Senger
Sent: Tuesday, February 9, 2021 5:00 PM
To: Carie Shealy
Subject: Fwd: additional covid seating

Sent from my iPhone

Begin forwarded message:

> **From:** Pub Americana <pubamericana@gmail.com>
> **Date:** February 9, 2021 at 4:26:01 PM EST
> **To:** Samantha Senger <ssenger@cocoafl.org>
> **Subject: additional covid seating**

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Hello,

I apologize as my last email was sent by accident. The below email is the one that I would like to be introduced at tonight's council meeting.....

I am unable to make tonight's meeting but I would like to have my comments regarding extending the time frame for the Covid outdoor seating read and introduced to the council for their consideration.

About 6 months ago , the Economic Development Mgr. for the city of Cocoa, Angela Essing, reached out to myself and a few other local Cocoa Village business owners about the city's idea for the outdoor Covid seating. I know that all of us local merchants looked at this as a potential lifeline in keeping our business open . And a lifeline is what it has truly turned into. The additional outdoor seating helps people feel comfortable enough to actually go out to restaurants. One look at all the Facebook Brevard culinary pages will show you the concerns that potential diners still have when deciding whether they go out to restaurants or they stay home for safety's sake. We see the concern for personal safety when we see our masked community members walking through the village and all around Cocoa. At this time , with only a small percentage of the community vaccinated , personal safety is still a concern of a majority of folks out there today. At Pub Americana we have some days when all of our tables outside are taken and only a handful of the seats inside are taken. People are drawn to the outdoor seating for the safety factor. And if people feel that Cocoa Village has safe dining options during the pandemic , they will come to Cocoa Village and all the merchants here will benefit from it, not just food and hospitality. I respectfully request that the city extends the temporary additional outdoor Covid seating, till there is a majority of our community vaccinated, so that business can continue to survive and operate for all merchants in Cocoa Village and all of Cocoa.

Thank you for allowing my comments to be heard.

--

Patrick Evangelista

Pub Americana

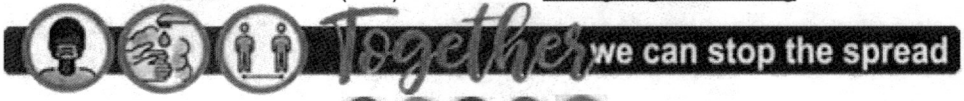
405 Delannoy Ave.
Cocoa Florida 32922
321-877-3456 Business
917.418.4861 Mobile

Carie Shealy

From: Samantha Senger
Sent: Tuesday, February 9, 2021 4:08 PM
To: Carie Shealy
Subject: FW: New eComment for City Council

Here is a comment that was received. There is no name or address so we do not need to include in record. Thanks.

Samantha Senger, APR, APIO
Assistant to the City Manager and
Public Information Officer
65 Stone St., Cocoa, FL 32922
(321) 433-8685 I ssenger@cocoafl.org



Stay Connected: **www.CocoaFL.org**

From: noreply@granicusideas.com <noreply@granicusideas.com>
Sent: Tuesday, February 9, 2021 2:32 PM
To: Samantha Senger <ssenger@cocoafl.org>
Subject: New eComment for City Council

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

New eComment for City Council

Guest User submitted a new eComment.

Meeting: City Council

Item: AGENDA:

eComment: Businesses who have utilized the extended outside dining option, would like to see an extension made for an additional month, through March, especially since business isn't

completely back to 'normal', and the weather is beautiful this time of year. The outside area has given us an opportunity to welcome guests who don't feel comfortable coming inside yet.

View and Analyze eComments

This email was sent from https://granicusideas.com.

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Legislation Details (With Text)

File #:	21-189	**Version:**	2	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	2/26/2021			**In control:**	City Council
On agenda:	3/9/2021			**Final action:**	
Title:	Approve the Minutes of the City Council Utilities Workshop of February 1, 2021, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-01-2021 Workshop Minutes.pdf Exhibit A.pdf Exhibit B.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 26, 2021
Agenda Date: March 9, 2021
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes of the City Council Utilities Workshop of February 1, 2021, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council approves the minutes of all its meetings following transcription.

RECOMMENDED MOTION:

Approve the Minutes of the City Council Utilities Workshop of February 1, 2021, as written or with amendments.

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MINUTES
City of Cocoa
City Council Utilities Workshop

February 1, 2021

A City Council Utilities Workshop was held on Monday, February 1, 2021 in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, in Cocoa, Florida 32922, as publicly noticed.

I. Mayor Blake called the Workshop to order at 4:44 p.m.

Councilmember Dyal provided the invocation and Mr. Aleck Greenwood led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	Assistant City Clerk

OTHER STAFF MEMBERS PRESENT:

Matthew Fuhrer, Assistant City Manager; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; John Hankins, Interim Chief of Police; Jonathan Lamm, Fire Chief; Samuel Byrd, Deputy Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; Rob Beach, Chief Technology Officer; Lora Howell, Deputy Finance Director; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. WORKSHOP ITEMS:

1. Discussion of 5-Acre Parcel at the Corner of Rosa L. Jones & Florida Ave.

City Manager Whitten wished to point out that he had not met with any members of Council regarding low income housing being built on the 5-acre parcel located

at the corner of Rosa L. Jones and Florida Ave. He provided clarification that the rumor that low income housing would be built on this parcel is false and was miscommunicated.

He further mentioned the Cottages at Cocoa Village and discussed concerns regarding the project and the length of time it is taking to complete.

Mayor Blake added that he has no desire to put low income housing on that property and would like to maximize the potential of this parcel.

Councilmember Koss added that it is unfortunate that this distraction happened and we need to come together to create a more focused vision.

Councilmembers Hearn and Dyal agreed with Mayor Blake and reiterated that they would like to maximize the use of the 5-acre property.

Deputy Mayor Goins added that he would like to see the City come together and feels that these miscommunications are causing too much of a distraction and we need to focus on moving forward.

City Manager Whitten advised that before moving forward with this topic, Chief Lamm would like to give an update on Covid-19.

Chief Lamm provided contact information for anyone who would like to set up an appointment for the vaccination. He added that on Wednesday, February 3rd, from 9am-1pm, Cocoa City Hall and the Joe Lee Smith Center will offer "helpdesk" services to help those who do not have access to a computer to come and get registered to be put on a waiting list to be vaccinated.

City Manager Whitten pointed out that if anyone wants to make an appointment with him personally they can contact Executive Secretary Kathy Frederick. He added that no one needs to ask him if he wants to meet with them or if he has time to meet with them, and that he has stressed to Ms. Frederick to go ahead and add them to his schedule.

Ms. Bunt provided a presentation[1] regarding the former Oaks Mobile Home Park. She provided background history of the parcel, an update on the project across the street including outstanding issues as well as what is being proposed at this time, including the developer's proposed timeline.

[1] Exhibit A: Historic Cocoa Village Redevelopment Project

City Manager Whitten asked Ms. Bunt to explain the process of project phasing and further asked her to elaborate on what a plat is, to which Ms. Bunt provided clarification.

Ms. Bunt shared staff's concerns on the proposed timeline. She also provided the requests of the developer. Ms. Bunt noted that staff is seeking direction from City Council on how to proceed forward.

Deputy Mayor Goins asked Ms. Bunt if she could explain what she meant by "open ended timeline". In response, Ms. Bunt explained that a proper timeline could not be reached between staff and the developer at this time.

Councilmember Dyal shared his concerns regarding the process and added that there were a number of things that should not have been put in phases. He noted that he had stopped by the work site and has never seen anything like this.

Mayor Blake asked Ms. Bunt how the City got to this point with this project. He felt that this project should have already been completed.

Deputy Mayor Goins asked Attorney Garganese about the current contract. In response, Attorney Garganese provided clarification on the contract and touched briefly on the terms.

There being no further comments from the Council, Mayor Blake opened the hearing to the public.

Mr. Jack Brown, 102 Riverside Dr., Cocoa, shared how he became involved in Cocoa. He pointed out that he is interested in the 5-acre site and explained that he has laid out some ideas to the Mayor and City Manager.

Mr. Michael Dear, legal counsel for the Villas, discussed the bid process that was discussed in the presentation. He feels that they met the requirements of the City back in 2014 and were awarded the bid. He added he would like to work on a draft with staff to include the terms and timelines that staff is concerned about.

Mr. Robert Dietz, 905 Great Bend Rd., Altamonte Springs, pointed out that a lot of the issues seem to revolve around the Development Agreement and that there is still no signed agreement. He added that they have been pursuing an agreement and they have been trying to conclude this. They have yet to receive

one and they are the ones who have been aggressively chasing an agreement. This is not a lack of effort on their part and they are the ones who have been reaching out to the City to express the urgency of this contract.

Deputy Mayor Goins asked Mr. Dietz if he is insinuating that the agreement is being “held hostage” by the City. In response, Mr. Dietz stated that he does not know what the intent of the City is, however he would like to get moving on this project.

City Manager Whitten provided insight to the meeting that he attended with Mr. Dietz regarding this project. He reiterated that one of the biggest issues is the open ended timeline. In response, Mr. Dietz explained that all of these issues would have been addressed if they would have had a Development Agreement.

City Attorney Garganese shared details of the initial draft and initial meetings that they had. There are issues that have not been resolved and until such a time that the business terms have been addressed these items will remain outstanding.

Erin Trauger, Civil Engineer for this project, explained that this is a very challenging site and it is a very specific product with the lots being very specific to the project. She shared some insight to the process of the design and the infrastructure of the project that has brought them to where they are today.

Mr. George Brown Jr., 555 King St., Cocoa, asked about the property on Stone St. and Fiske Blvd. and asked when something would be done with that property. In response, Ms. Bunt shared a brief history of the ownership of that parcel and added that there is an RFP out for bid now for that parcel.

Mr. Michael DiChristopher, 1777 Wavecrest St., Merritt Island, wished to share a suggestion to build condos instead of townhomes which he feels would alleviate some of the issues.

Mr. Aleck Greenwood, 640 Brevard Ave., Cocoa, stated that before we can move forward, we need to know if this is still a legally binding project. He noted that in regard to the earlier conversation about the miscommunication surrounding this project, he has proof in an email that was sent to former Mayor Jake Williams, Jr. that low to mid-income housing was being discussed for this property. In response, Deputy Mayor Goins asked who sent the email. Mr. Greenwood stated that he would share this information with him later.

Mr. Ed Lanni, 939 N. Indian River Dr., Cocoa stated that when people leave their businesses they leave them looking like trash and they need to be policed to keep the appearances of their property up. He added that Cocoa Village is a unique place that you don't see all the time and we need to keep our City clean. Lastly, he pointed out that he would like to see high end homes put on this parcel because he doesn't want just any project being developed there.

Jim Stripling, 10 South St., an owner of one of the condos being built at the Cottages, noted that he has a copy of the draft Development Agreement from August 23, 2018. He shared his concerns regarding the project and wanted to know who has final authority. In response, Mayor Blake shared that the Council has final say.

Mr. Dietz asked for thirty additional seconds to speak which was granted by Council.

Mr. Dietz expressed that he would like nothing more than to meet in order to reach an agreement with the City so that they can move forward.

Deputy Mayor Goins asked why a timeline cannot be reached. In response, Mr. Dietz added that they are not against agreeing to a timeline. He noted that they gave the City a timeline but it may not have been one that they wanted.

Further discussion was held regarding the issues of the project and various delays that have occurred.

There being no further questions or comments, the public portion of the hearing was closed and was brought back to the Council.

City Manager Whitten clarified the email mentioned previously by Mr. Aleck Greenwood. This email was sent by a developer to former Mayor Jake Williams, Jr. regarding a proposal that was never brought before the Council.

Additionally, City Manager Whitten stated that he is open to meeting regarding a development agreement and turning this project around, however this agreement will include timelines and will not remain open ended. He will also not recommend to the Council of giving up ownership of the 0.54 acres on this property. Furthermore, he will not be held accountable for any promises made by the previous City Manager[2].

[2] Council recessed for a 20-minute break at 6:30pm and reconvened at 6:50pm

2. Utility Rate Study Overview - Stantec

City Manager Whitten shared a FYI to Council regarding a request from Brevard County to utilize the old Joe Lee Smith Center as they have $18 million dollars for rental and rehab assistance and would like to use the center for signups.

Jeff Dykstra, Stantec, provided a presentation[3] regarding the study of the City's water and sewer rates.

Mr. Dykstra provided a final summary, including their recommendations which are as follows:

Revenue Sufficiency Analysis:

- FY 2022 analysis starting in February/March

Rate Structure Review/Design

- Proposed modifications effective April 1, 2021

Miscellaneous Service Charges

- 3-year phase-in to full cost recovery:
  - April 1, 2021
  - October 1, 2022
  - October 1, 2023

Impact Fees

- Water: $1,750
- Water with reclaimed service: $1,300
- Sewer: $2,500
- Review in 3-5 years to compare to current costs

City Manager Whitten asked permission from the Council to continue discussions with Doug Baldwin to discuss parking in the Village.

Consensus by Council to accept the proposed rates presented by Stantec and for staff to move forward and present a final presentation at the March 9, 2021 City Council meeting.

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Goins, to adjourn the Workshop.**

AYES: Blake, Goins, Dyal, Hearn, Koss

[3] Exhibit B: City of Cocoa Water & Sewer Rate Study

THE MOTION CARRIED (5-0)

. **The Workshop adjourned at 7:35 p.m.**

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk
(Transcribed by M. Arsenault, Asst. City Clerk)

Exhibit A

Historic Cocoa Village Redevelopment Project

915 Florida Avenue Parcel

(4.86 acre site)

February 1, 2021

915 Florida Avenue



History of the Project

- The Property is formerly the Oaks Mobile Home Park at the SW corner of Rosa L Jones & Florida Avenue

- 2 parcels, totaling 4.86 acres
  - 4.32-acre parcel is located within the City of Cocoa
  - .54-acre parcel is located within the City of Rockledge

- 2/19/2016 - The parcels were purchased for $800,000 by the City for redevelopment purposes in accordance with the Florida Community Redevelopment Act of 1969

History of the Project

- 10/16/2017 - Appraisal determined Market Value was $780,000
- 1/22/2018 - Request for Proposals (RFP) was issued
- 3/05/2018 - 2 responses were received, based on the recommendation of the Review Committee the Villas of Cocoa Village, LLC project was ranked #1.
- 4/24/2018 - City Council authorized City Attorney/City Manager to negotiate a Redevelopment Agreement
- 8/23/2018 – the City Attorney drafted a Redevelopment Agreement.

History of the Project

- The Villas of Cocoa Village, LLC is currently constructing The Cottages, an 18-unit Townhome Subdivision located at the NE corner of Rosa L Jones & Florida Avenue
  - Proposed renderings were submitted to City on 4/10/2018
  - Early Release Permit for site work was issued 3/15/2019, first foundation permit issued on 4/14/2019
  - Currently 8 of 18 units under vertical construction, no Certificates of Occupancy (CO) have been issued to date
- <u>Time Frame Provided in the Developer's Proposal</u>
  - Purchase Agreement to be signed within 60 calendar days of Proposal Acceptance
  - The Villas of Cocoa Village Master Development Plan shall be approved within 60 calendar days of Proposal Acceptance
  - Submission of permitting requests within 30 calendar days of signing Purchase Agreement and Master Development Plan Approval
  - Construction to begin on or before July 15, 2018 (if quick start permits are issued)
  - Villas Project completion within 24 months from Proposal Acceptance

Original Design Submitted in RFP



COCOA FLORIDA

Corner of Rosa L Jones & Florida Avenue



COCOA FLORIDA

Facing South on Rosa L Jones



COCOA FLORIDA

Facing North on Florida Avenue

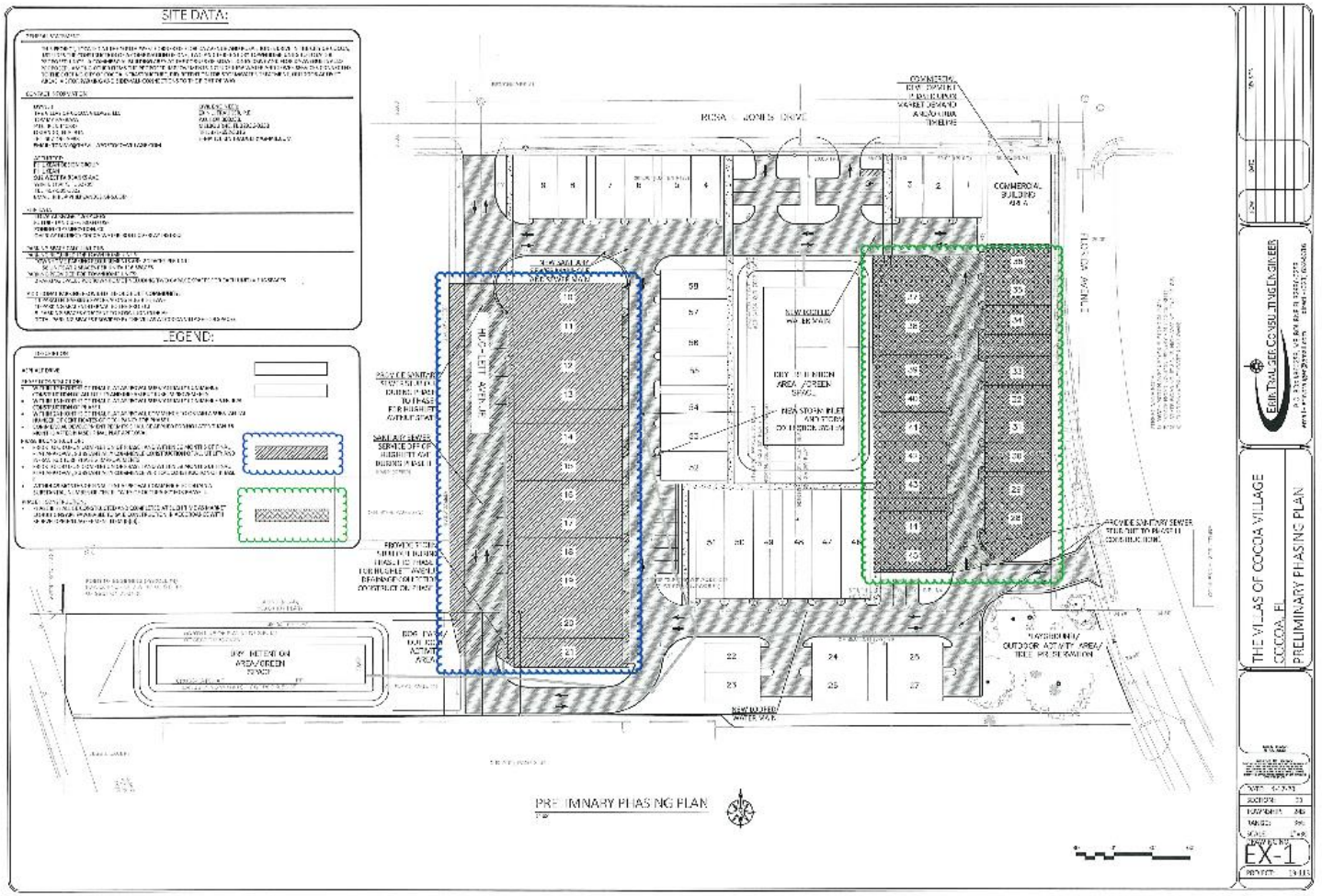


COCOA FLORIDA

2020 – 2021 Updates

- April 20, 2020 - the development team met with the Interim City Manager and staff to provide update on the project
- May 15, 2020, a Development Review Committee (DRC) meeting was assembled so that the DRC could review and provide feedback on the proposed plans, plans were revised based on the DRC review.
- June 2020 – the Developer requested a variance on behalf of the Interim City Manager to reduce the stormwater requirements from 100-year/24-hr event to 25-year/24-hr event so that the entire site would have the same stormwater requirements.
- June 10, 2020 – An update on The Villas Project was presented at the request of City Council. Direction by Council was to request an updated timeline and obtain a current appraisal.

7/2020 Preliminary Phasing Plan



2020-2021 Update (continued)

- November 18, 2020 & January 26, 2021– the Villa's team met with current City Manager and staff. There was significant discussion in regard to the proposed timeline submitted by the Villa's team, draft Development Agreement and the Zoning conflicts.
- Staff received an updated timeline but have concerns on the phasing and the timeframe for completion of the entire project.
- An updated appraisal should be received by mid February.

Outstanding Issues

- Resolution of Two (2) Zoning Conflicts
- Resolution of Developers Proposed Timeline
- Resolution of sales price, terms and conditions
- Resolution as to whether the .54-acre parcel is sold

Two Zoning Conflicts

- Current Zoning is Core Commercial (CC)
- Core Commercial Zoning is generally bound on the north by Mitchell St., on the east by Forest Ave. and Brunson Blvd., on the south by the city limits and on the west by U.S. 1.
- The CC zoning district regulations would need to be amended to remove “single family homes and duplexes” from prohibited uses and include them under Special Exceptions as regulated in Article XI, Section 5, RU-2-15.
- Section 22, the Cocoa Waterfront Overlay District (CWOD) Use Tables would need to be amended to allow Single Family Attached and Detached by Special Exception in the South End Subdistrict under Core Commercial Zoning.

Developers Proposed Timeline

PHASE I CONSTRUCTION:

- WITHIN 12 MONTHS OF FINAL PLAT APPROVAL SUBSTANTIALLY COMMENCE CONSTRUCTION OF ALL UTILITY AND INFRASTRUCTURE IMPROVEMENTS.
- WITHIN 15 MONTHS OF FINAL PLAT APPROVAL SUBSTANTIALLY COMMENCE VERTICAL CONSTRUCTION OF PHASE I.
- WITHIN 24 MONTHS OF FINAL PLAT APPROVAL COMMENCE TO OBTAIN A SUBSTANTIAL NUMBER OF CERTIFICATES OF OCCUPANCY FOR PHASE I.
- COMMERCIAL DEVELOPMENT PERMITS SHALL BE APPLIED FOR NO LATER THAN 18 MONTHS AFTER PHASE I FINAL PLAT APPROVAL.

Developers Proposed Timeline

PHASE II CONSTRUCTION:

- PRIOR TO OR UPON COMPLETION OF PHASE I AND WITHIN 36 MONTHS OF FINAL PLAT APPROVAL, SUBSTANTIALLY COMMENCE CONSTRUCTION OF ALL UTILITY AND INFRASTRUCTURE PHASE 2 IMPROVEMENTS.
- PRIOR TO OR UPON COMPLETION OF PHASE I AND WITHIN 39 MONTHS OF FINAL PLAT APPROVAL, SUBSTANTIALLY COMMENCE VERTICAL CONSTRUCTION OF PHASE II.
- WITHIN 48 MONTHS OF FINAL PLAT APPROVAL COMMENCE TO OBTAIN A SUBSTANTIAL NUMBER OF CERTIFICATES OF OCCUPANCY FOR PHASE II.

Developers Proposed Timeline

PHASE III CONSTRUCTION:

- PHASE III SHALL BE CONSTRUCTED AND COMPLETED AT SUCH TIME AS MARKET CONDITIONS ARE FAVORABLE TO SAID CONSTRUCTION IN ACCORDANCE WITH REDEVELOPMENT AGREEMENT ITEM (B)(3).

Staff Concerns on the Proposed Timeline

- Staff recommends the project be completed in one phase.
- Staff believes that the developers timeline should follow the City's Code for Final Plat Approval and all of the utilities and infrastructure, including the stormwater management facilities and roadways for the entire project should be completed and accepted prior to recording of final plat.
- Staff recommends an 18-month timeframe to complete construction of the entire project.

Developers Request

- The developer is seeking to continue the project and is requesting a final draft Redevelopment Agreement be provided to them by the City Attorney;
- for staff to proceed forward with addressing the two zoning conflicts;
- and to incorporate the developers Timeline within the Redevelopment Agreement.

Other Staff Concerns

- Since this project was purchased by the City of Cocoa for redevelopment purposes, staff has concerns with the capacity of the builder to complete the project in a timely manner based on the quality of the construction and the construction timeframe of The Cottages project, which is 18 townhomes.
- Staff strongly recommends that the utilities and infrastructure, including the stormwater management facilities and roadways for the entire project should be completed and accepted prior to recording of final plat.
- Staff has concerns about the phasing of the project, and recommends the project be completed in one phase. However, if the project is phased, the stormwater facilities need to be completed in phase 1 and the commercial parcel needs to have a timeline for development. Also, staff is concerned that Phase 3 fronts Florida Avenue and is the last phase to be developed.

Other Staff Concerns

- The Villa's timeframe is considered too open ended and staff is concerned about the developer's proposed timeframe to complete the project.
- The updated appraisal will also look at "the highest and best use," potentially this may have changed since the initial 2017 appraisal.
- With respect to the .54-acre parcel located in Rockledge, the RFP clearly states that "The City will retain ownership of the site." However, the Villa's proposal has a purchase price which includes the .54-acre parcel. City Council will need to decide if the .54-acre parcel will be sold as part of the project and who has rights to and maintenance of the billboards on this parcel.

Other Staff Concerns

The Villas proposal provided for two (2) Land Acquisition Options:

- *Their preferred option would allow the developer to purchase the site for $1,040,000 and repay in 65 equal payments of $16,000 within 26 months from date of sale. The higher purchase price hinges on the ability to rezone and replat the site into 65 individual fee-simple lots and approximately 33,700 square feet of common-areas.*
- *Alternatively, the secondary option would facilitate the sale of the site for the appraised value of $750,000. Details about repayment terms, ownership structure and amount of common-area were not included in this option. Staff assumed the development would be marketed as townhomes with a shared/HOA maintenance structure.*
- With the reduction of the units from 65 to 58 and pending an updated appraisal, City Council would need to provide direction as to the purchase price and terms.

Council Direction

- Page 9 of the Request for Proposals states:

  Section XIII. Redevelopment Agreement

  Subsequent to the award, the Proposer and the City and/or Cocoa CRA will be required to negotiate and enter into a binding redevelopment agreement setting forth the terms and conditions of the development project.

- To date, there has not been a final draft Redevelopment Agreement where all outstanding items have been addressed and agreed upon by both parties.
- Staff is seeking Council's direction before proceeding further.



City of Cocoa Water & Sewer Rate Study

Utility Workshop

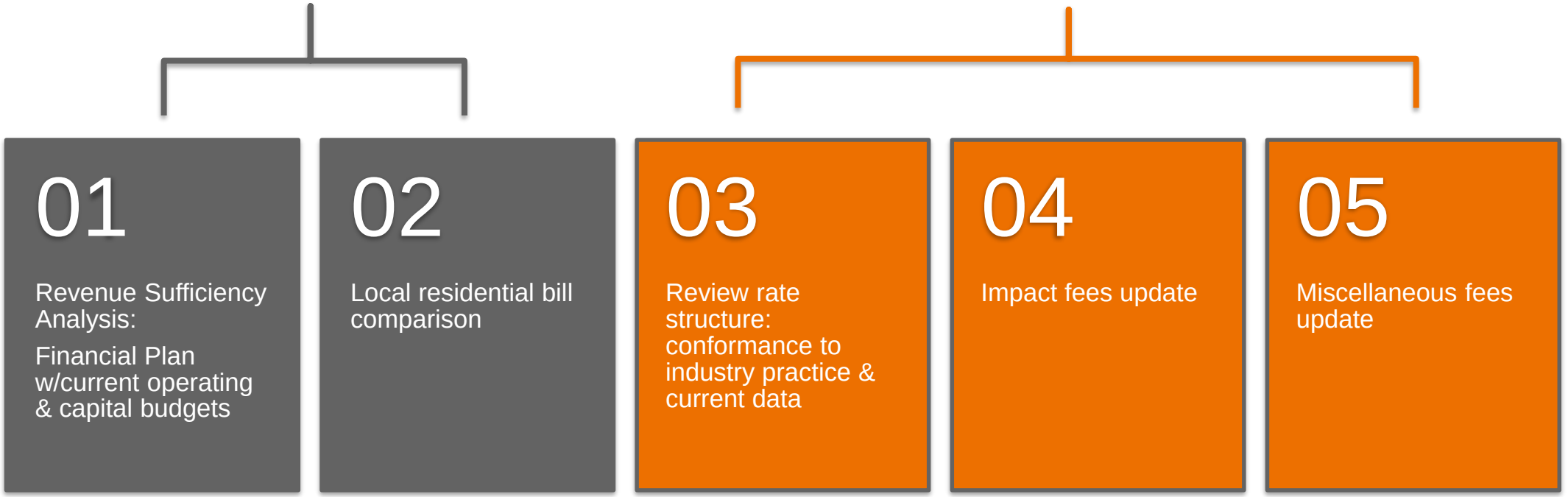
February 1, 2021

Stantec

Rate Study Components

Updated ***annually*** during the City's Budget Process:
Focus is financial sustainability

Updated less frequently:
Focus on specific rates & fees



"How much revenue is needed?"

"How will revenue be collected?"

2020 Revenue Sufficiency Analysis Results

FAMS Financial Analysis & Management System | By Stantec

City of Cocoa, FL — Water & Sewer Fund

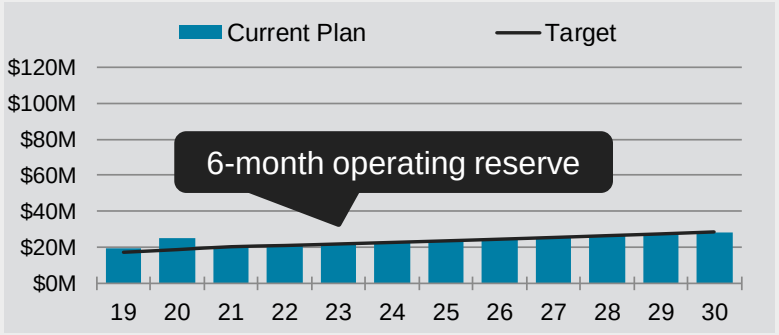
Stantec

CALC | SAVE | CTRL | LAST | OVR

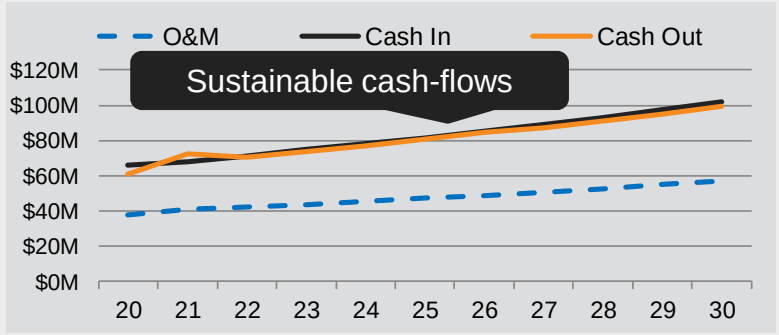
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2025	FY 2030
		0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	16.97%	42.36%
Senior-Lien DSC	3.63	3.40	2.78	2.65	2.80	2.96	2.50	2.72	2.88	2.84	2.90		
Subordinate DSC	7.63	6.97	7.45	8.30	9.75	14.01	20.62	22.98	25.07	26.34	30.19		

No rate increase this year

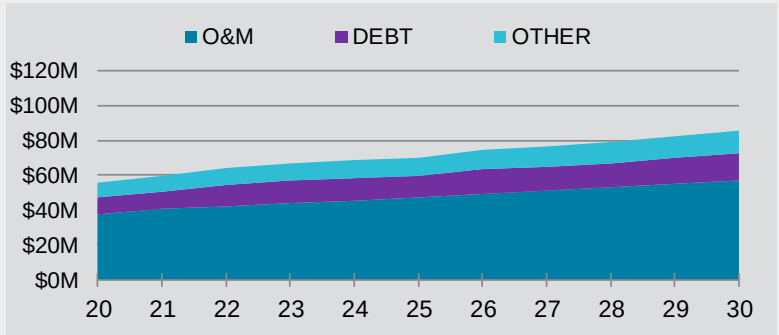
Operating Fund



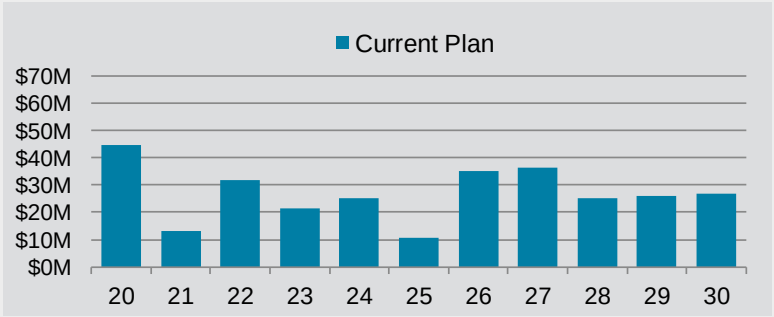
Revenues vs. Expenses



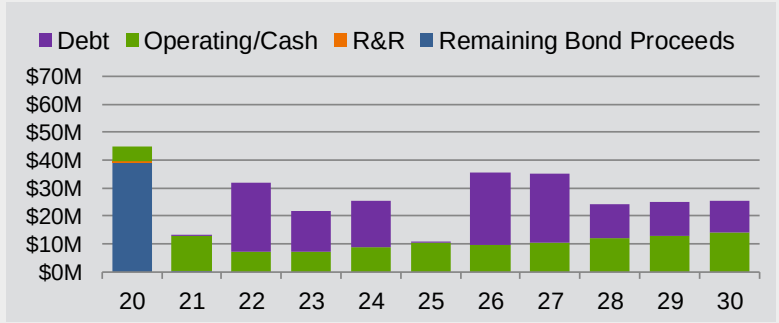
Expenses by Type



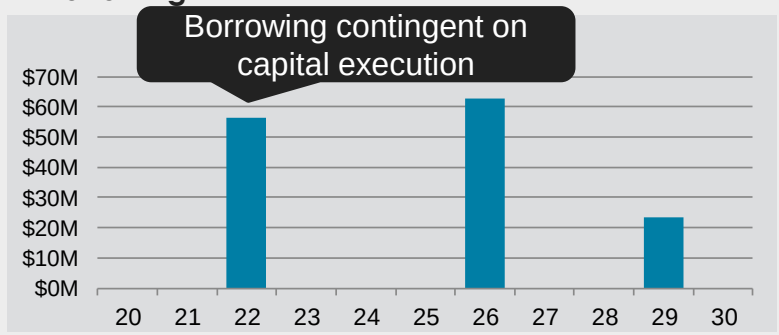
CIP Spending



CIP Funding



Borrowing



Rate Structure Review

Best practice: periodic review of current demands and industry trends

Findings: existing rate structure generally conforms to industry practices

Minor modifications recommended to achieve:

- Locally comparable base charges & strong level of revenue stability
- Base charges reflecting current industry standards for capacity of larger meters
- Tiers reflecting current usage patterns & typical irrigation needs
- Tier scaling by meter size based on current customer data



Proposed rates are “revenue neutral” overall

- No system-wide rate increase
- Customer bill impacts vary by meter size and monthly demand, but…

Approximately 70% of total system bills will decrease

Reclaimed Water Rate Structure Modifications

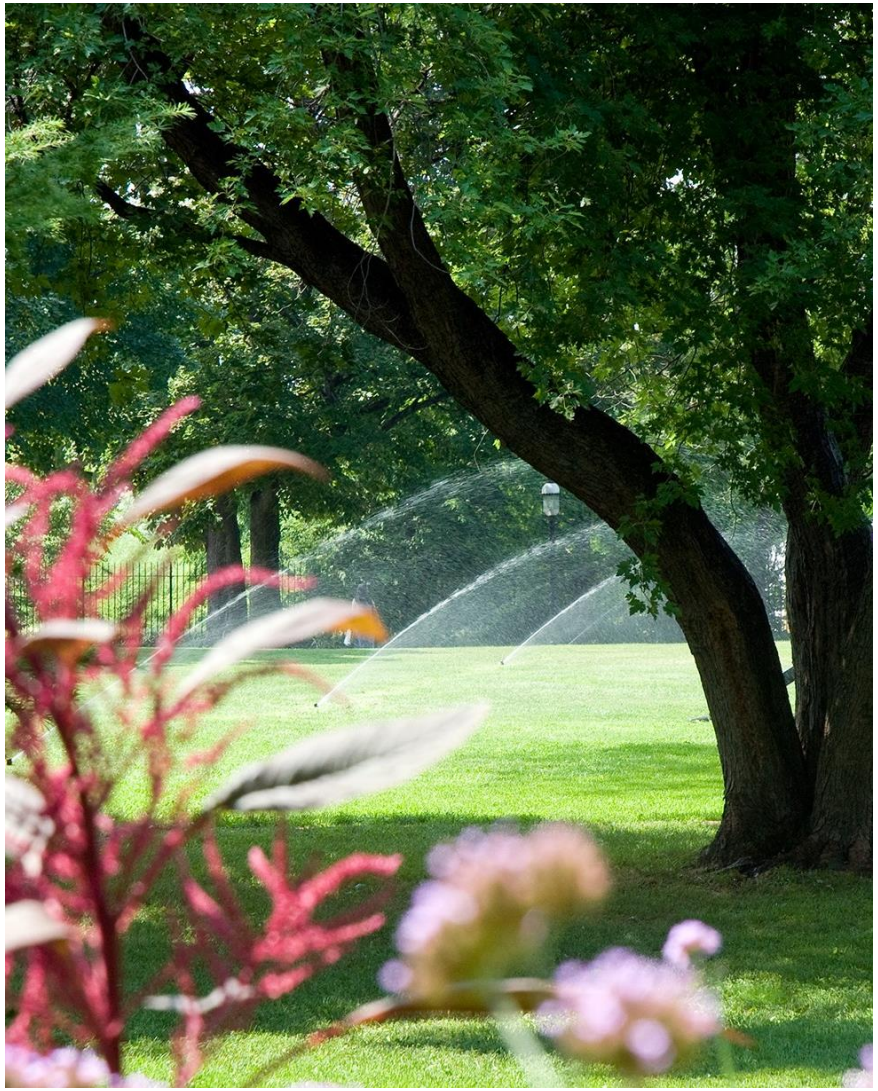
Base Charges:

- Updated pricing ratios by meter size

Meter Size	Current Monthly Base Charge*	Proposed Monthly Base Charge*
3/4”	$9.65	$9.05
1”	$9.65	$9.05
1.5”	$48.29	$54.29
2”	$64.38	$85.96
3”	$257.50	$196.81
4”	$386.25	$339.33
* Reflects Inside-City Rates		

Volumetric Charges:

- No changes to rates or tiers



Water Rate Structure Modifications

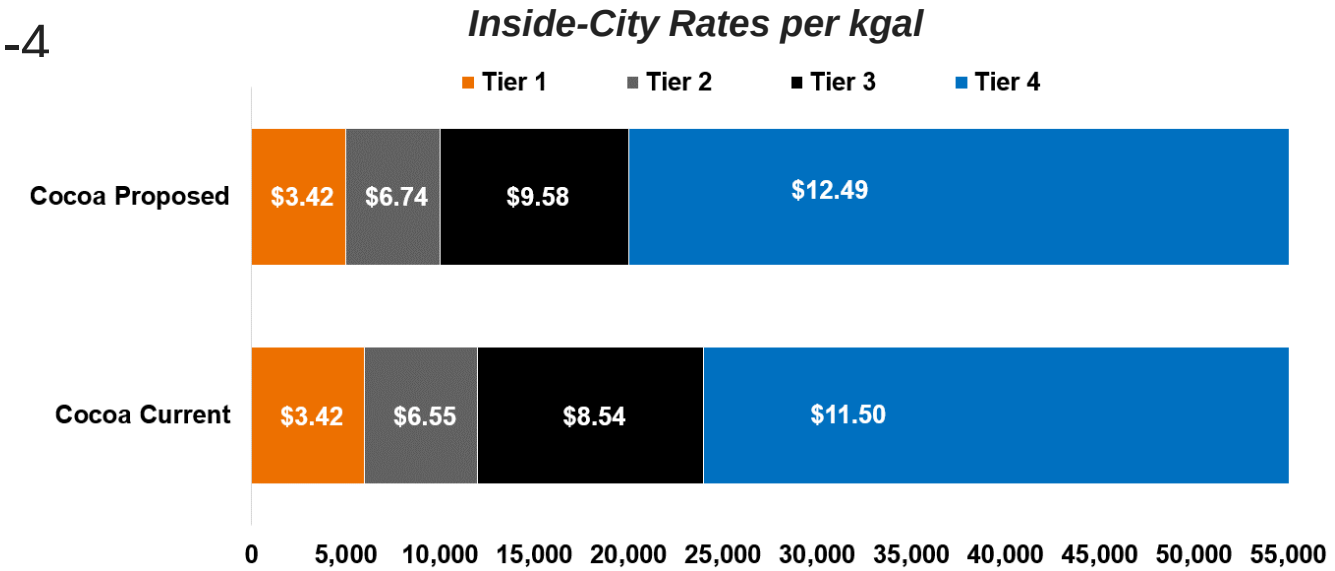
Base Charges:

- Slight reduction in overall fixed charge revenues
- Updated customer cost portion (not scaled by meter size)
- Updated readiness-to-serve portion (scaled by meter size) pricing

Volumetric Charges:

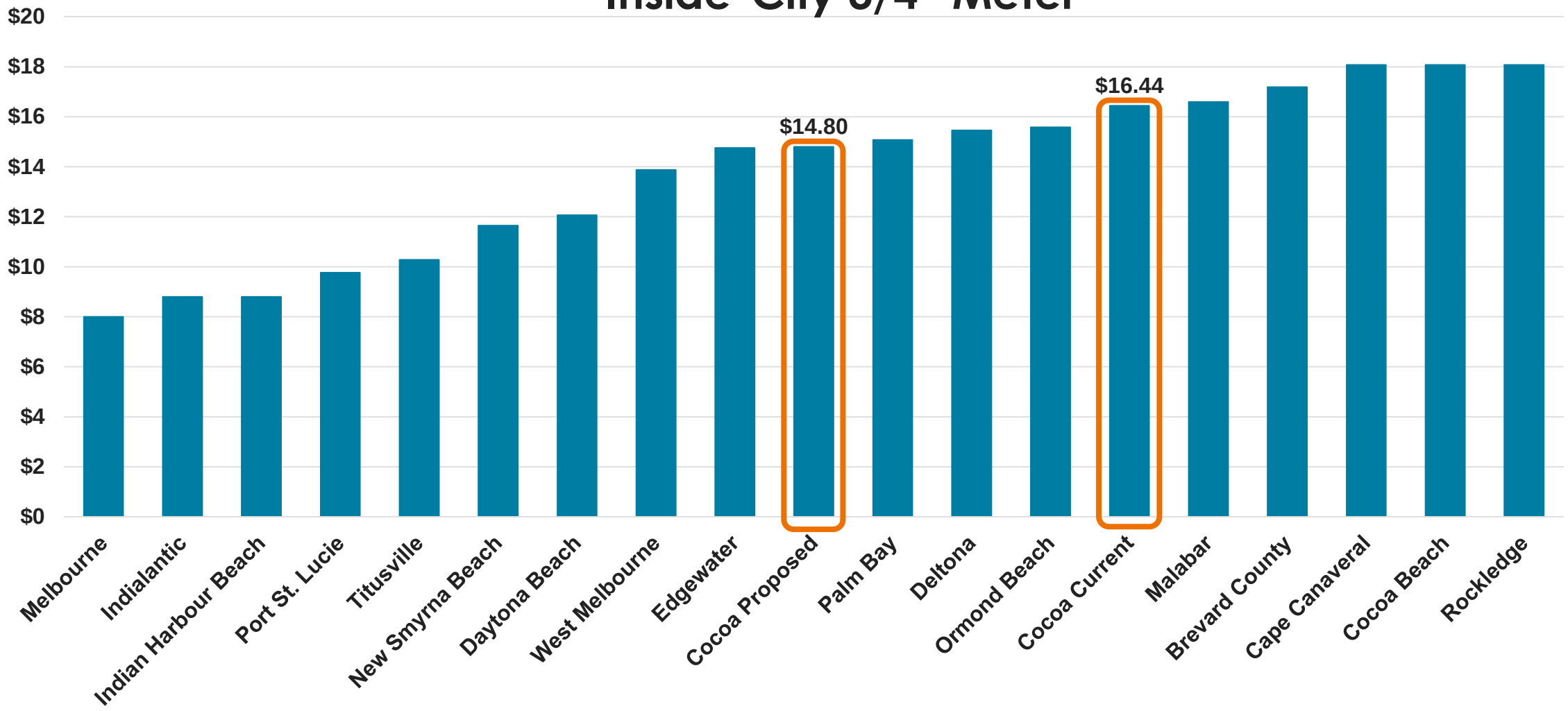
- Tiers reflect current customer use profiles
- Send stronger pricing signal for tiers 2-4

Tier	Existing (kgals per month)	Proposed (kgals per month)
Tier 1	0-6	0-5
Tier 2	7-12	6-10
Tier 3	13-24	11-20
Tier 4	Above 24	Above 20



Water Monthly Fixed Charge

Inside-City 3/4” Meter



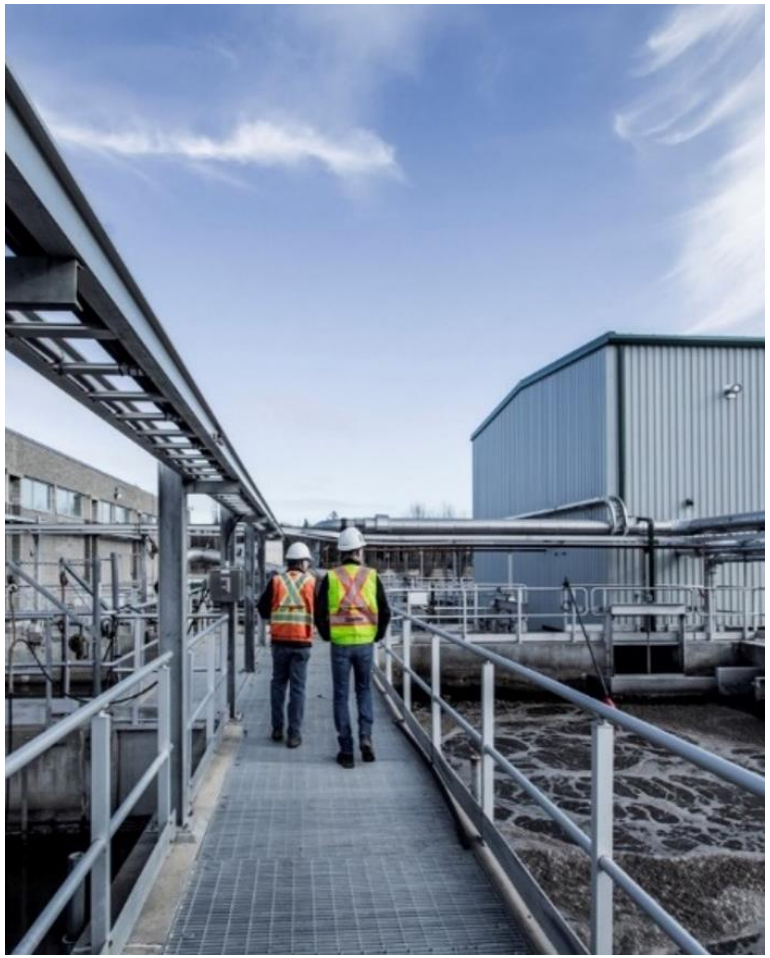
Sewer Rate Structure Modifications

Base Charges:

- Increase in overall fixed charge revenues
- Updated customer cost portion (not scaled by meter size)
- Updated readiness-to-serve portion (scaled by meter size) pricing

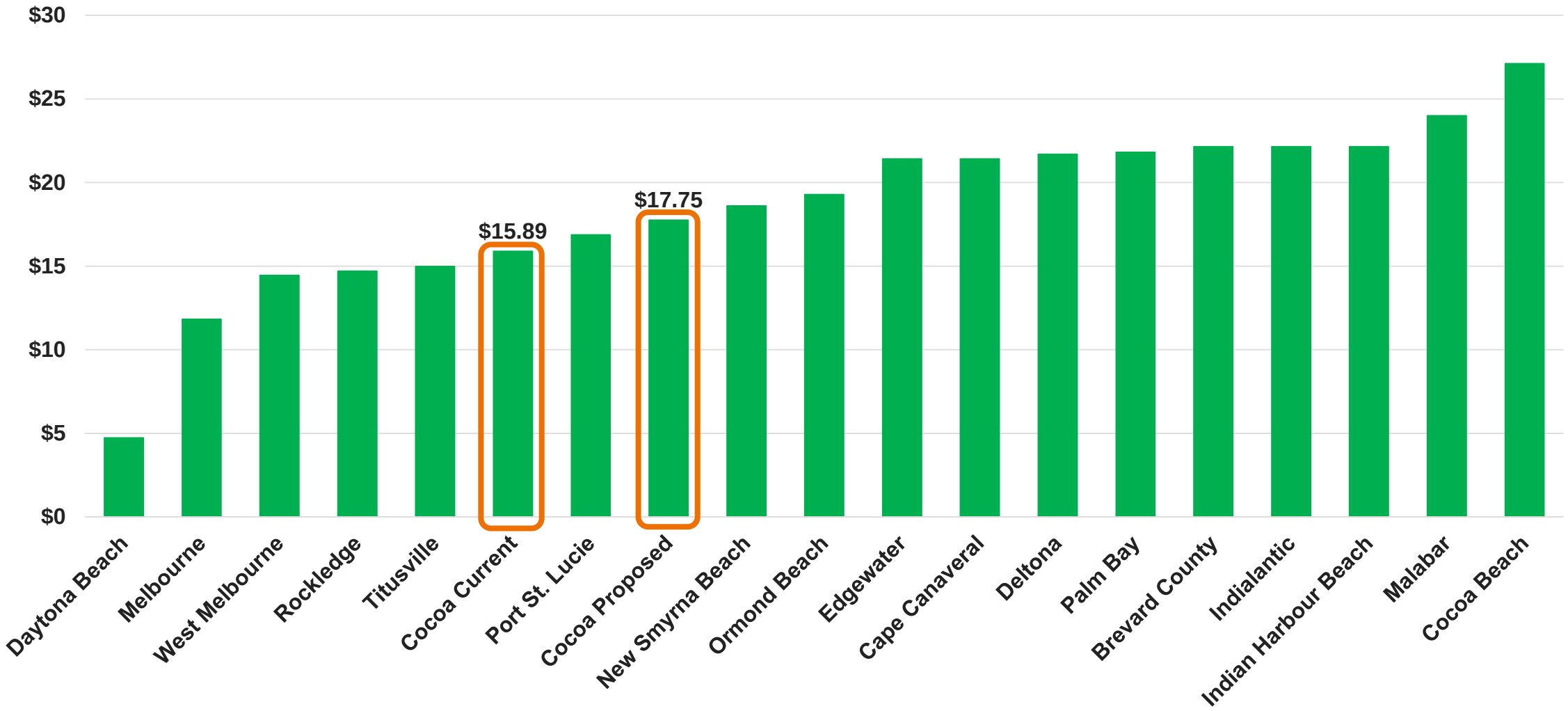
Volumetric Charges:

- Decrease rate per kgal from $7.53 to $7.19 (Inside-City)



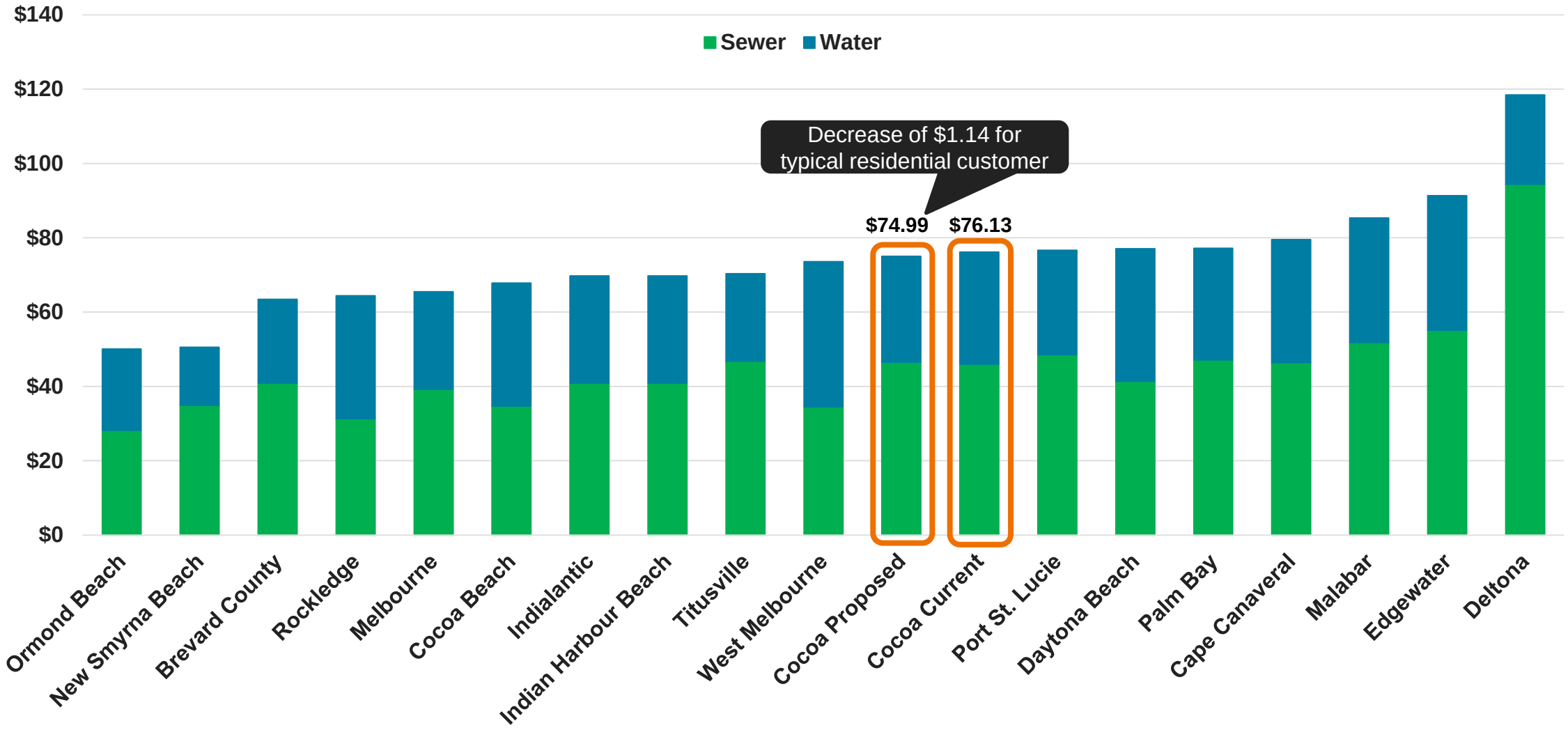
Sewer Monthly Fixed Charge

Inside-City 3/4" Meter



Water & Sewer Monthly Bill

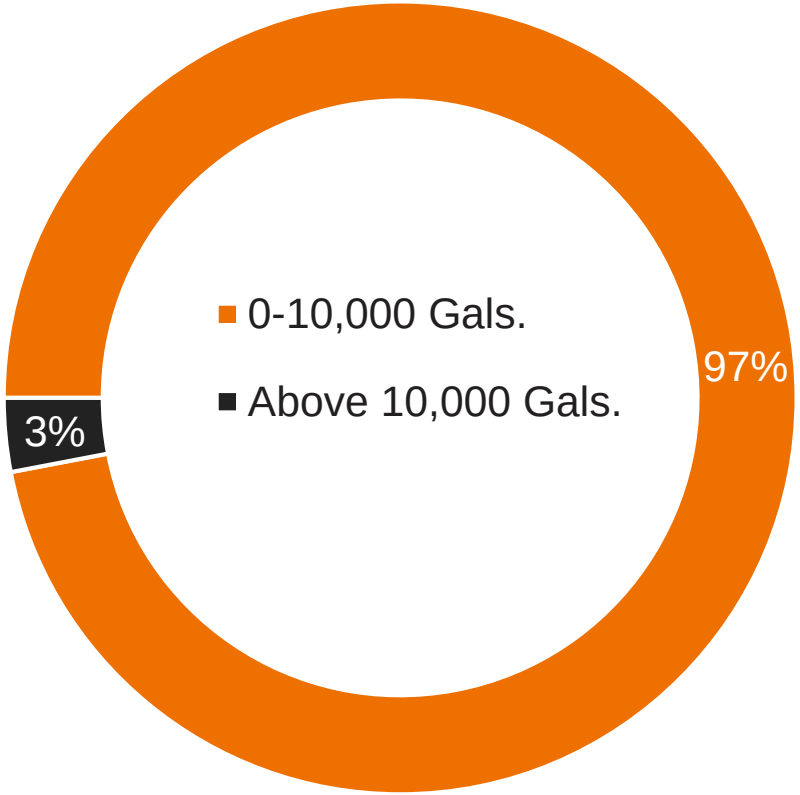
Inside-City ¾" Meter @ 4,000 gallons



Residential Customer Bill Impacts

Inside City – Water & Sewer ¾" Meter: Approx. 6% of the Utility's Bills

Bills > 10,000 gallons *(3%) will see increases*



97% of bills will see slight reductions or increases of *less than $1.50*

Residential Customer Bill Impacts

Inside City – Water & Sewer ¾" Meter: Approx. 6% of Customers

Usage Level (kgal)	Current Total Bill	Proposed Total Bill	Total Monthly Bill Impact ($)	Total Bill Impact (%)	Cumulative % of Total Bills
0	$ 32.33	$ 32.55	$ 0.22	0.7%	9.1%
1	$ 43.28	$ 43.16	$ (0.12)	-0.3%	25.0%
2	$ 54.23	$ 53.77	$ (0.46)	-0.8%	44.2%
3	$ 65.18	$ 64.38	$ (0.80)	-1.2%	61.8%
4	$ 76.13	$ 74.99	$ (1.14)	-1.5%	74.4%
5	$ 87.08	$ 85.60	$ (1.48)	-1.7%	82.9%
6	$ 98.03	$ 99.53	$ 1.50	1.5%	88.7%
7	$ 112.11	$ 113.46	$ 1.35	1.2%	92.2%
8	$ 126.19	$ 127.39	$ 1.20	1.0%	94.5%
9	$ 140.27	$ 141.32	$ 1.05	0.7%	96.0%
10	$ 154.35	$ 155.25	$ 0.90	0.6%	97.0%
11	$ 168.43	$ 172.02	$ 3.59	2.1%	97.6%
12	$ 182.51	$ 188.79	$ 6.28	3.4%	98.1%
13	$ 191.05	$ 198.37	$ 7.32	3.8%	98.4%
14	$ 199.59	$ 207.95	$ 8.36	4.2%	98.7%
15	$ 208.13	$ 217.53	$ 9.40	4.5%	98.9%
16	$ 216.67	$ 227.11	$ 10.44	4.8%	99.0%
17	$ 225.21	$ 236.69	$ 11.48	5.1%	99.1%
18	$ 233.75	$ 246.27	$ 12.52	5.4%	99.1%
19	$ 242.29	$ 255.85	$ 13.56	5.6%	99.2%
20	$ 250.83	$ 265.43	$ 14.60	5.8%	99.3%

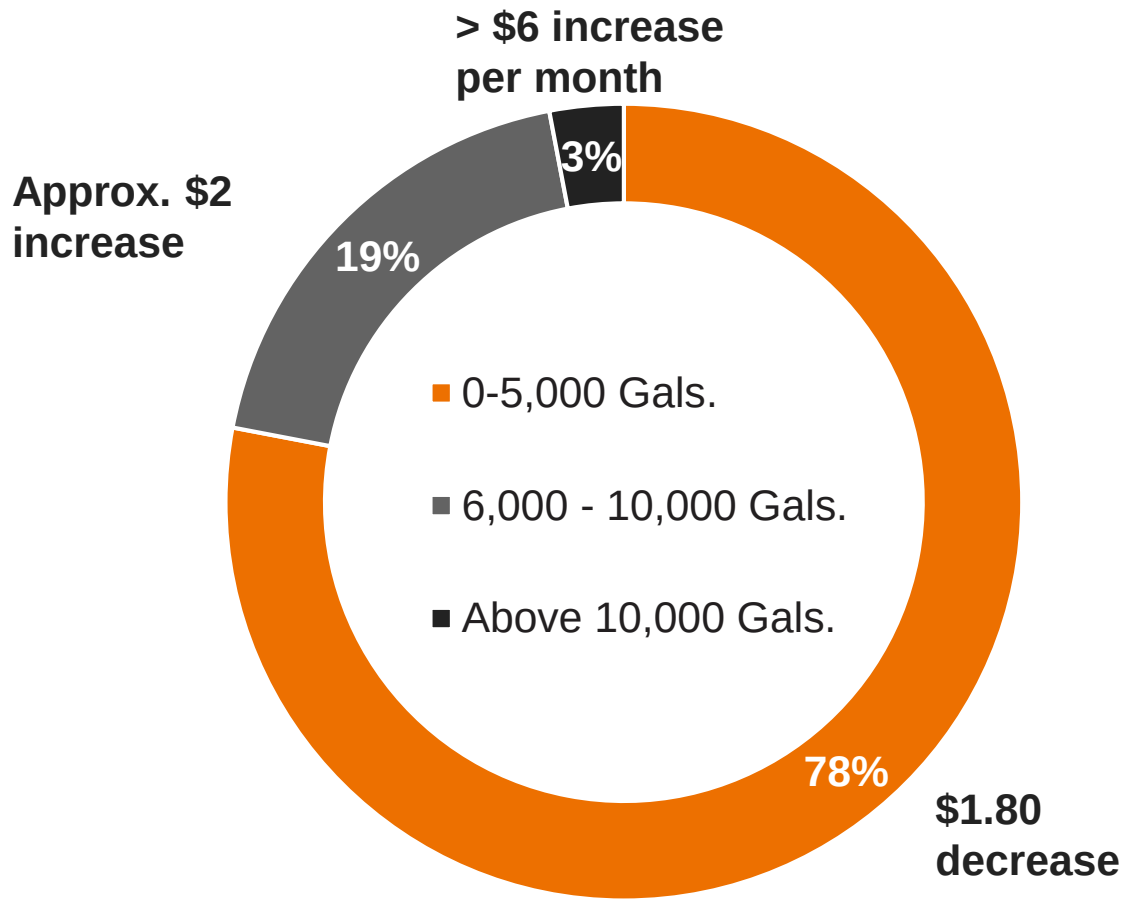
Typical Usage

97% of bills will see reductions or increases no more than $1.50

Top 3% of bills will increase absent changes in use

Residential Customer Bill Impacts

Outside City – Water Only ¾" Meter: Approx. 85% of the Utility's Bills



Residential Customer Bill Impacts

Outside City – Water Only ¾" Meter: Approx. 85% of Customers

Usage Level (kgal)	Current Total Bill	Proposed Total Bill	Total Monthly Bill Impact ($)	Total Bill Impact (%)	Cumulative % of Total Bills
0	$ 18.08	$ 16.28	$ (1.80)	-10.0%	0.3%
1	$ 21.84	$ 20.04	$ (1.80)	-8.2%	13.7%
2	$ 25.60	$ 23.80	$ (1.80)	-7.0%	31.4%
3	$ 29.36	$ 27.56	$ (1.80)	-6.1%	50.8%
Typical Usage 4	$ 33.12	$ 31.32	$ (1.80)	-5.4%	66.7%
5	$ 36.88	$ 35.08	$ (1.80)	-4.9%	77.9%
6	$ 40.64	$ 42.49	$ 1.85	4.6%	85.8%
7	$ 47.85	$ 49.90	$ 2.05	4.3%	90.5%
8	$ 55.06	$ 57.31	$ 2.25	4.1%	93.6%
9	$ 62.27	$ 64.72	$ 2.45	3.9%	95.5%
10	$ 69.48	$ 72.13	$ 2.65	3.8%	96.8%
11	$ 76.69	$ 82.67	$ 5.98	7.8%	97.6%
12	$ 83.90	$ 93.21	$ 9.31	11.1%	98.2%
13	$ 93.29	$ 103.75	$ 10.46	11.2%	98.6%
14	$ 102.68	$ 114.29	$ 11.61	11.3%	98.9%
15	$ 112.07	$ 124.83	$ 12.76	11.4%	99.2%
16	$ 121.46	$ 135.37	$ 13.91	11.5%	99.2%
17	$ 130.85	$ 145.91	$ 15.06	11.5%	99.4%
18	$ 140.24	$ 156.45	$ 16.21	11.6%	99.5%
19	$ 149.63	$ 166.99	$ 17.36	11.6%	99.6%
20	$ 159.02	$ 177.53	$ 18.51	11.6%	99.6%

78% of bills (low volume and common use) will go down by $1.80

19% of bills will go up by approx. $2

Top 3% of bills will increase by >$6 without any changes in use

Non-Residential Customer Bill Impacts

Outside City – Water Only

Description	Number of Customers	Monthly Usage (kgal)	Current Total Bill	Proposed Total Bill	Total Monthly Bill Impact ($)	Total Bill Impact (%)
3/4" Lower Usage		3	$ 29.36	$ 27.56	$ (1.80)	-6.1%
3/4" Medium Usage	2,678	7	$ 47.85	$ 49.90	$ 2.05	4.3%
3/4" Higher Usage		15	$ 112.07	$ 124.83	$ 12.76	11.4%
1" Lower Usage		7	$ 70.12	$ 64.02	$ (6.10)	-8.7%
1" Medium Usage	1,216	15	$ 100.20	$ 101.40	$ 1.20	1.2%
1" Higher Usage		30	$ 208.35	$ 228.20	$ 19.85	9.5%
1.5" Lower Usage		25	$ 173.44	$ 181.67	$ 8.23	4.7%
1.5" Medium Usage	870	45	$ 258.99	$ 264.17	$ 5.18	2.0%
1.5" Higher Usage		90	$ 596.52	$ 613.27	$ 16.75	2.8%
2" Lower Usage		60	$ 424.29	$ 363.24	$ (61.05)	-14.4%
2" Medium Usage	720	110	$ 639.89	$ 587.74	$ (52.15)	-8.1%
2" Higher Usage		210	$1,373.97	$ 1,360.04	$ (13.93)	-1.0%
3" Lower Usage		225	$1,322.98	$ 1,158.54	$ (164.44)	-12.4%
3" Medium Usage	66	350	$1,792.98	$ 1,811.04	$ 18.06	1.0%
3" Higher Usage		620	$3,498.18	$ 3,874.34	$ 376.16	10.8%

Bill impacts vary based on water use.

Bills with water use in Tier 2 or higher will generally see increases.

Large User Customer Bill Impacts

Outside City – Water Only

Meter Size	Customer Class	Service(s)	Average Usage per Month (kgal)	Current	Proposed	Total Monthly Impact ($)	Total Monthly Impact (%)
10"	Com. - Outside	Water	19,000	$ 73,848.23	$ 74,440.28	$ 592.05	0.8%
10"	Com. - Outside	Water	600	$ 4,664.23	$ 5,256.28	$ 592.05	12.7%
10"	Com. - Outside	Water	15,000	$ 58,808.23	$ 59,400.28	$ 592.05	1.0%
10"	Com. - Outside	Water	20,000	$ 77,608.23	$ 78,200.28	$ 592.05	0.8%
6"	Com. - Outside	Water	3,000	$ 12,631.49	$ 12,424.21	$ (207.28)	-1.6%
6"	Com. - Outside	Water	3,500	$ 15,201.49	$ 15,216.71	$ 15.22	0.1%
3"	Com. - Outside	Water	200	$ 1,228.98	$ 1,064.54	$ (164.44)	-13.4%

Large users = relatively minor impacts

Miscellaneous Service Charges & Fees

What are they?

- Account processing fees, service initiation fees, meter installations, meter testing, field service fees, delinquency, tampering, & others.
- Reflect <2% of overall system revenues

Purpose

- Recover the cost of specific services from the customer or to promote positive customer behavior

Goal

- Identify costs associated with activities to inform fee adjustments

Process

- Staff identified costs and activities for each service and populated in Stantec's cost template

Time (Labor, vehicles, & equipment) X Hourly/Unit Costs (Labor, vehicles, & equipment)

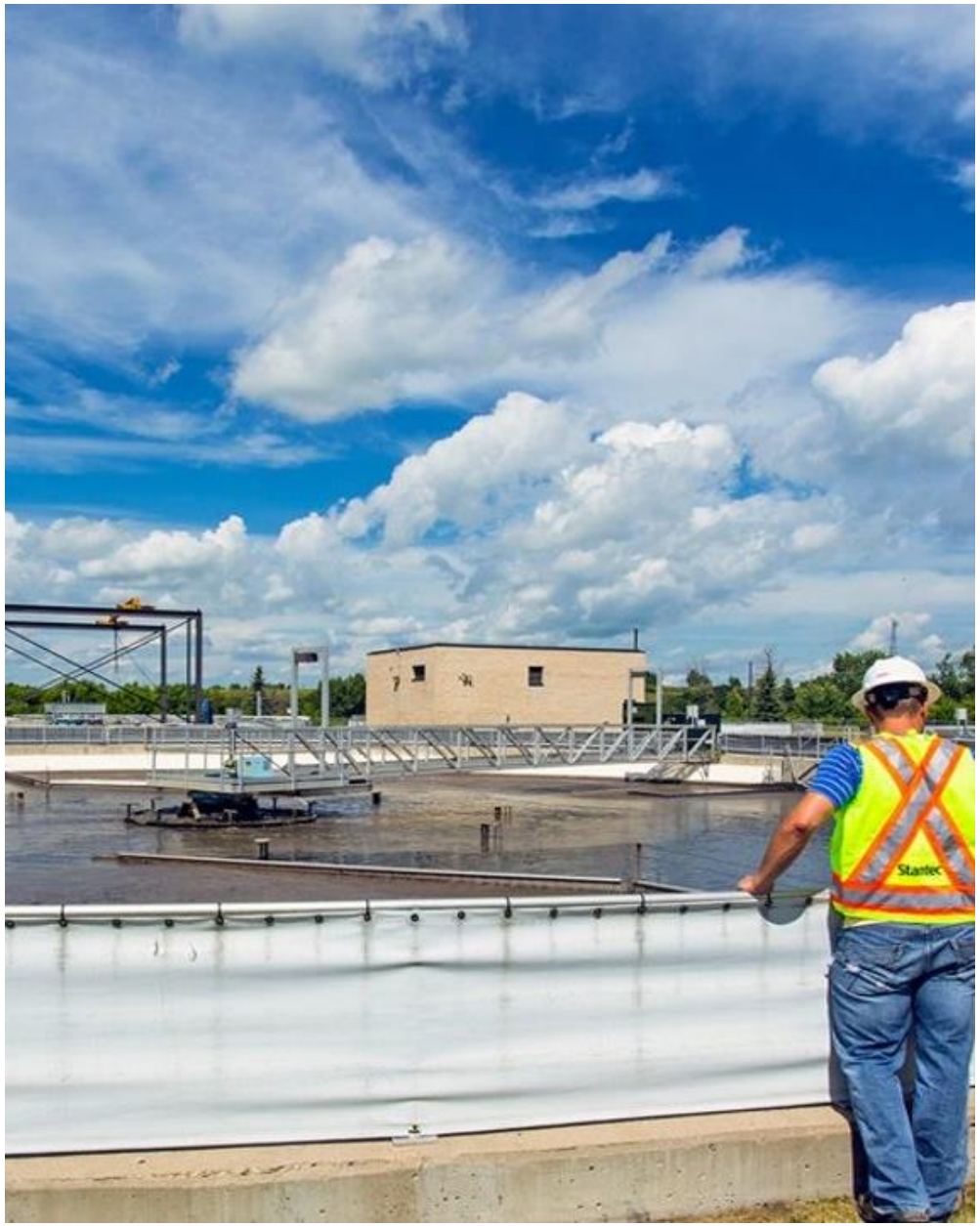


Miscellaneous Service Charges & Fees

Findings: Current fees are generally under recovering costs

Recommendations:

- 3-year phase-in for fees not currently close to full cost recovery
- For 10% of fees currently higher than costs = reduce to reflect current cost
- Removal of 2 fees (Directional Push & Service Call Fee-After Hours) that are duplicative/captured in the updated calculation of other fees
- Perform periodic reviews (3-5 years)



Impact Fees

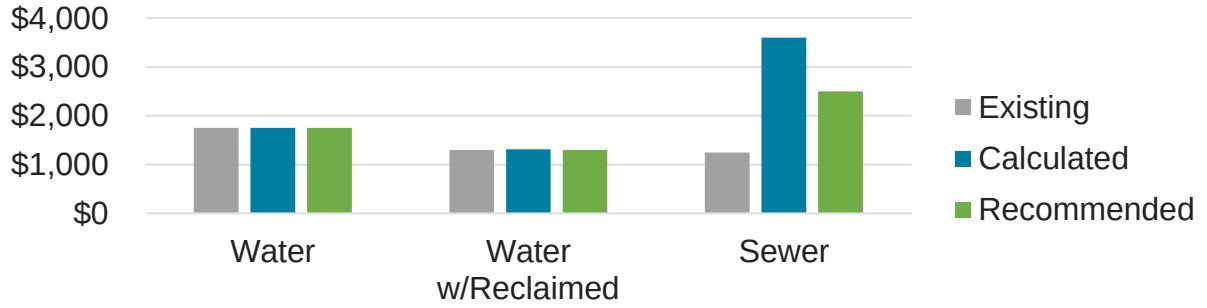
Different names…capacity fees, impact fees, capital charges, system development charges/fees

Similar purpose…one-time fees for cost of capacity to new development (“growth pays for growth”)

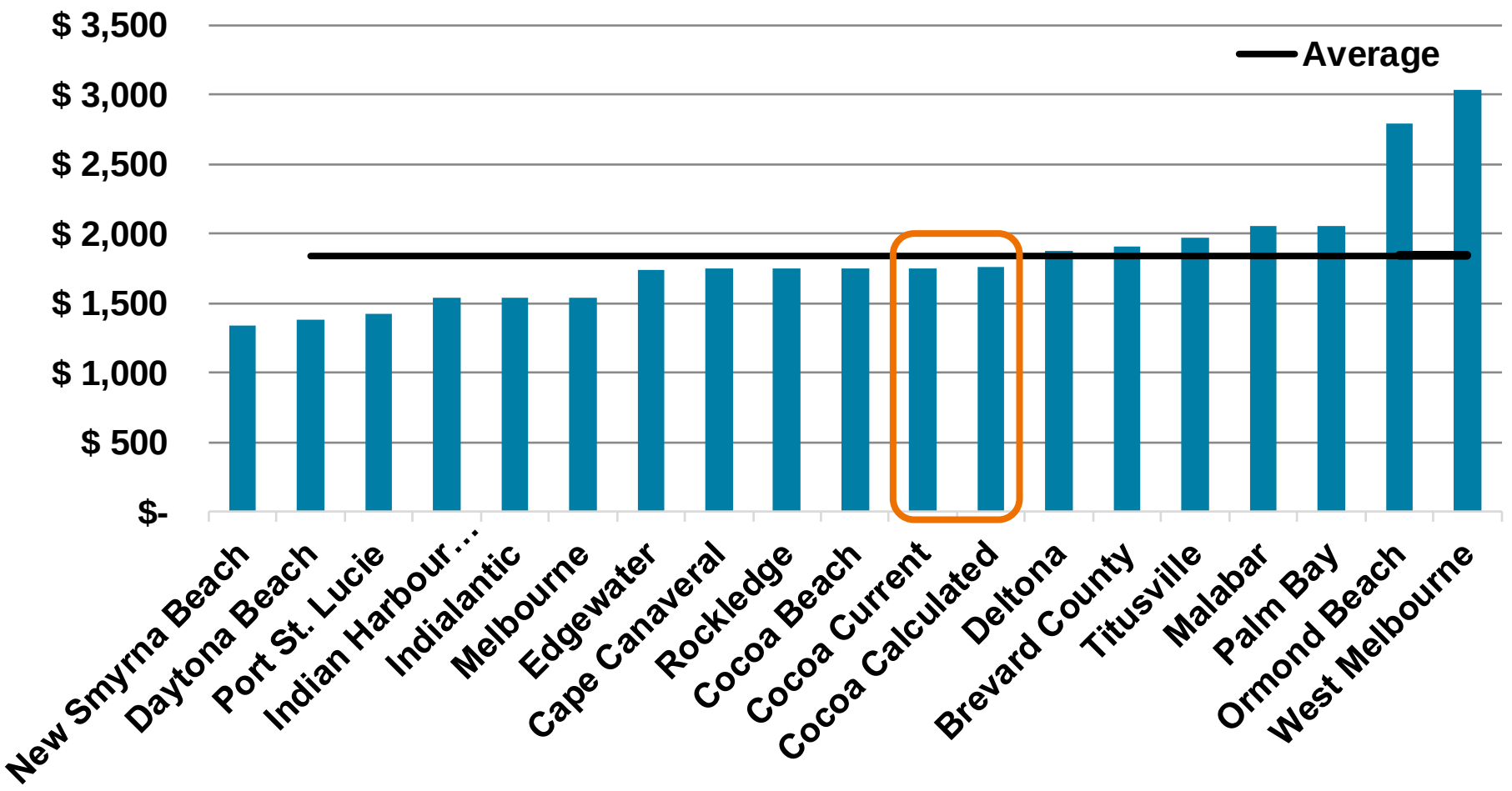
Cost Basis:

- Replacement cost new less depreciation (RCNLD) of existing assets (excl. small distribution/collection mains)
- Less: outstanding debt to be repaid with user fees to avoid double recovery of costs

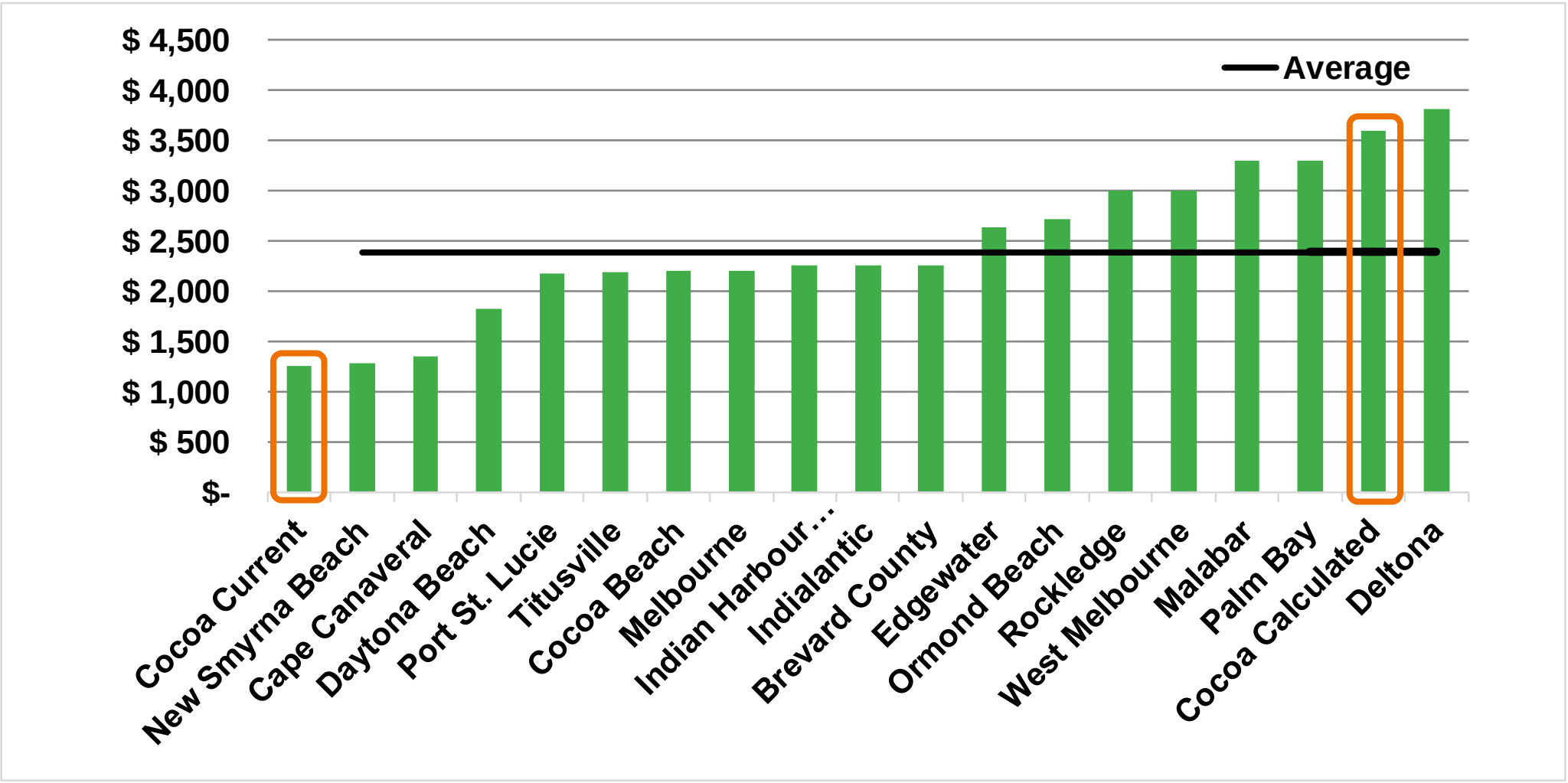
Results:



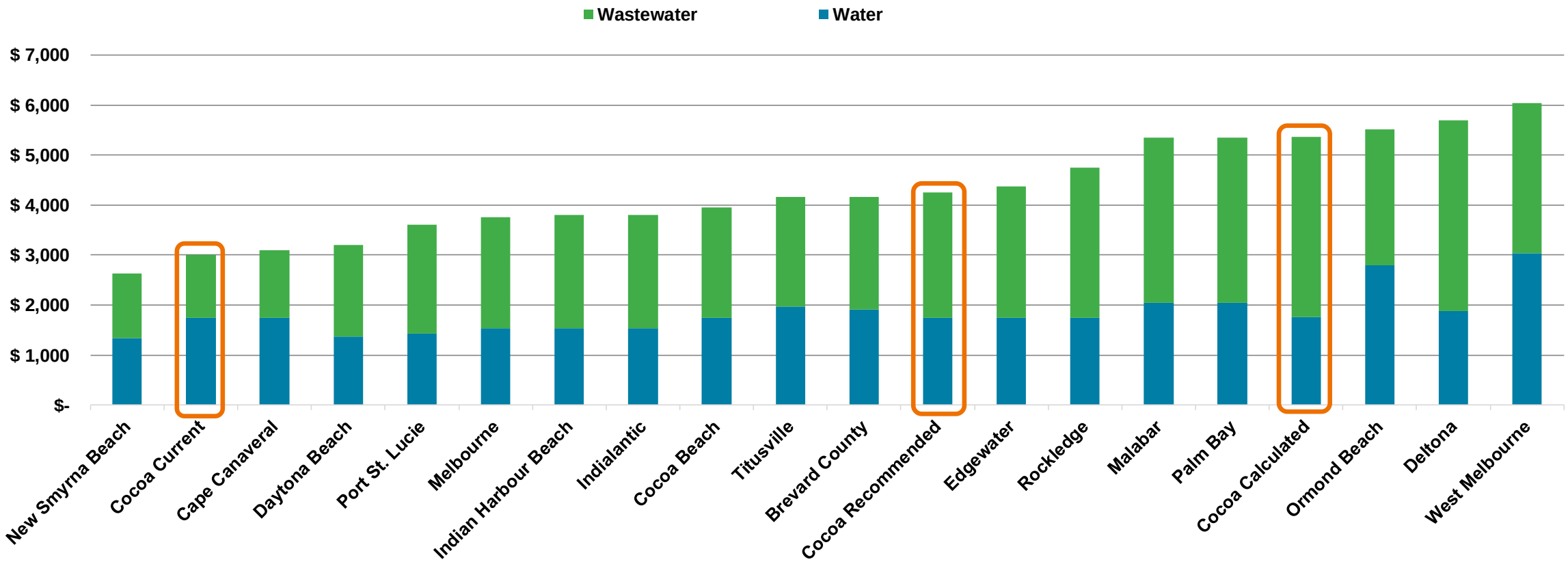
Water Impact Fee



Sewer Impact Fee



Water and Sewer Impact Fee



Summary

Revenue Sufficiency Analysis:

- FY 2022 analysis starting in February/March

Rate Structure Review/Design

- Proposed modifications effective April 1, 2021

Miscellaneous Service Charges

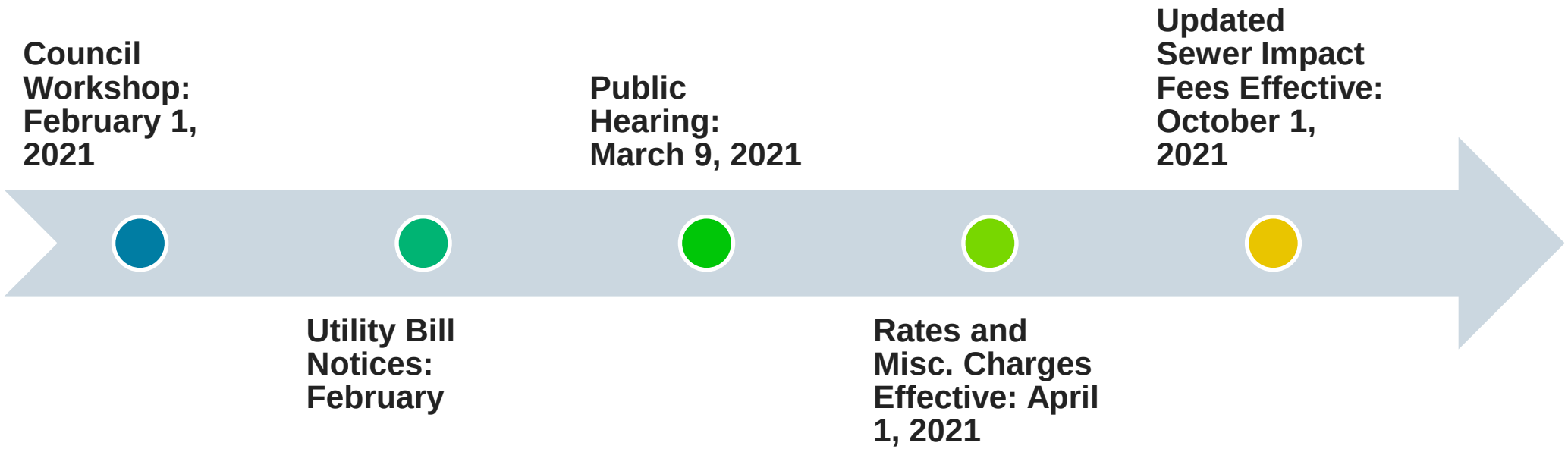
- 3-year phase-in to full cost recovery:
  - April 1, 2021
  - October 1, 2022
  - October 1, 2023

Impact Fees

- Water: $1,750
- Water with reclaimed service: $1,300
- Sewer: $2,500
- Review in 3-5 years to compare to current costs



Next Steps & Timeline





Questions & Discussion

Jeff Dykstra
Managing Consultant
jeffrey.dykstra@stantec.com

Kelly Westover
Managing Consultant
kelly.westover@stantec.com

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	21-183	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/25/2021			**In control:**	City Council
On agenda:	3/9/2021			**Final action:**	
Title:	Key to the City and Proclamation Presentation to Mrs. Karrie Hieber, Brevard County's 2021 Teacher of the Year. (Mayor Blake)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Karrie Hieber as Teacher of the Year.pdf				

Date	Ver.	Action By	Action	Result

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PROCLAMATION

***WHEREAS**, Mrs. Karrie Hieber is a 1991 Cocoa High School graduate, and with that she brings the importance of school spirit and tradition and keeps this alive on the campus; and*

***WHEREAS**, Mrs. Hieber is Cocoa High School's Senior English teacher, and in that role she continuously encourages her students to grow academically so that they are prepared for their futures; and*

***WHEREAS**, Mrs. Hieber is the Lead Mentor for Cocoa High's New Teacher Induction Program, where she encourages, models, and provides professional development to the newest members of their teaching team, and also serves as the leader of Cocoa High's Ed Tech Team, where she provides professional development for her peers who are in need of technology assistance; and*

***WHEREAS**, in addition to all of her other roles at the school, Mrs. Hieber is the sponsor of the SGA program, Honor Society, and is the Graduation Coordinator. She also is the liaison between the district and a local vendor for the Gift of Sight Program which assists those in need with vision problems both medically and financially; and*

***WHEREAS**, Mrs. Hieber has a unique way of keeping the communication open between parents and students, and she is often the school's resource for working with their most at-risk students, as she is always willing to make herself available for them; and*

***WHEREAS**, Mrs. Hieber is an instrumental figure on Cocoa High School's campus and her school pride is not only infectious, but is a part of the heart of the school's culture; and*

***WHEREAS**, as Brevard County's Teacher of the Year, Mrs. Hieber represents this district with eloquence, dignity, and with a passion for education, and she represents Cocoa High School with the true meaning of **"TIGER PRIDE"**!*

***NOW, THEREFORE**, I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim:*

"Karrie Hieber as Brevard County's 2021 Teacher of the Year"

CITY OF COCOA CORPORATE SEAL FLORIDA

***WHEREFORE,** I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 9th day of March, 2021.*

Michael C. Blake

Mayor

ATTEST:

Carie Mealy

City Clerk

Legislation Details (With Text)

File #:	21-169	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	2/23/2021			**In control:**	City Council
On agenda:	3/9/2021			**Final action:**	
Title:	Council approval to apply for two Phase 2 Construction Grants through the Florida Inland Navigation District (FIND) for the reconstruction of the boat ramps at Lee Wenner Park and dredging of the waterfront area. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FIND Application Pt 1.pdf FIND Application pt 2.pdf FIND - Boat Ramps - Phase 2 Construction.pdf FIND - Dredging - Phase 2 Construction.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 23, 2021
Agenda Date: March 9, 2021
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Council approval to apply for two Phase 2 Construction Grants through the Florida Inland Navigation District (FIND) for the reconstruction of the boat ramps at Lee Wenner Park and dredging of the waterfront area.

BACKGROUND:

The 2021 Florida Inland Navigation District (FIND) grant guidelines were released in January for intercoastal waterway municipalities to apply for funding to support waterway related projects within the District. Grant applications are due for submission on March 29, 2021. Projects scoring the minimum number of points become eligible for funding. Funding is typically released by October 1, 2021 once approved by FIND.

The FIND Grant provides up to 50% funding assistance for the projects. The first project is the reconstruction of the boat ramps at Lee Wenner Park. The boat ramps are in disrepair and the ramps require reconstruction. The project activity would include the demolition of the existing ramps and embankments and reconstructing the concrete boat ramp, reconstructing the embankments and stabilizing the existing launching docks. The approximate cost for this reconstruction effort is $300,000. Design should be complete by the end of May 2021, and permitting by October 2021.

The second project will be a dredging project within the City's controlled submerged lands adjacent to Lee Wenner Park and the waterfront area. The estimated costs associated with this project is $300,000. Design for this project should be complete by the end of May 2021, and permitting by October 2021.

The City would submit two separate applications for construction of each project. If awarded, the necessary funds will be budgeted in the Cocoa CRA Fiscal Year 2022 budget trough a budget amendment to complete the projects. We anticipate construction during early winter 2022 to take advantage of reduced boating demand and the annual low water level.

Staff respectfully requests Council approval to apply for the FIND grant to support the two upcoming construction projects along the waterfront.

STRATEGIC PLAN CONNECTION:

The Strategic Plan identified for this purpose is Infrastructure and Redevelopment. By improving the waterfront infrastructure, the Cocoa waterfront will see increased development, thus improving our economic base for the City.

BUDGETARY IMPACT:

No Fiscal Year 2020 funds are required at this time. If awarded, staff will return to Council to accept the FIND Agreement and the Cocoa CRA for appropriation of funds.

PREVIOUS ACTION:

Council approved applying for the Phase 1 FIND grant for design on November 10, 2020

RECOMMENDED MOTION:

Council approval to apply for two Phase 2 Construction Grants through the Florida Inland Navigation District (FIND) for the reconstruction of the boat ramps at Lee Wenner Park and dredging of the waterfront area.

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FLORIDA INLAND NAVIGATION DISTRICT

To: Local Governments
From: Janet Zimmerman, Assistant Executive Director
Subject: 2021 Waterways Assistance Program
Date: December 21, 2020

Attached is an application package for the District's 2021 Waterways Assistance Program (WAP). The WAP application can also be downloaded from our website: www.AICW.org Through WAP over the past 34 years, the District has provided a total of over $245 million in funding assistance to local governments within our District to perform waterways improvement projects.

Project types eligible for funding include public navigation, public waterway access facilities, waterfront parks, environmental education and boating safety projects directly related to the waterways. The District also provides grants for land acquisition which include opportunities for waterway access. Generally, ineligible costs include project maintenance, landscaping, in-house staff and reoccurring fees. Please see the program rules for more details on project eligibility. The funding level of this year's program will be determined in July based upon the availability of funding to the District and the quality and number of applications received.

Applications are due in the District office by 4:30 PM, March 29, 2021. Your application must be discussed with your local FIND Commissioner prior to March 4, 2021. The application must be initialed by the Commissioner prior to submission to the District office on March 29, 2021. Please see the application package for the complete program schedule and the name and address of your Commissioner.

An electronic copy (pdf) may be emailed to JZimmerman@aicw.org. or a completed hardcopy of the application may be delivered to: FIND, 1314 Marcinski Rd., Jupiter, FL 33477. Application must be received by the deadline, no exceptions. Only the requested information should be submitted. It is VERY important that the application forms remain in the same 8.5 x 11", paginated format, and the forms must be presented in the order listed on the application checklist. Applications that do not follow the program directions, rules, or the application format may be rejected.

Please review the application checklist and be sure you can provide all of the required items. If you cannot provide ALL of the items on the application checklist, please contact staff immediately for advice on the potential resolution of a required item. Any application failing to include the required application items (with the exception of environmental resource permits & exemptions) will be eliminated from consideration on May 21, 2021. There is no waiver or exception available for this deadline. Solving questions or problems prior to the preparation and submission of your application will save us both time and effort and result in a more successful application.

COMMISSIONERS

DON DONALDSON
CHAIR
ST. LUCIE COUNTY

J. CARL BLOW
VICE-CHAIR
ST. JOHNS COUNTY

JON NETTS
TREASURER
FLAGLER COUNTY

FRANK GERNERT
SECRETARY
BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

VACANT
VOLUSIA COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

VACANT
INDIAN RIVER COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE DIRECTOR

ADMINISTRATIVE OFFICE ON THE INTRACOASTAL WATERWAY IN PALM BEACH COUNTY
1314 MARCINSKI ROAD, JUPITER, FLORIDA 33477-9427 TELEPHONE 561-627-3386 FAX No. 561-624-6480
www.aicw.org

FY 2021-2022

WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 1: Attachments A through D

TABLE OF CONTENTS

FY 2021- 2022

WATERWAYS ASSISTANCE PROGRAM APPLICATION

Part 1.

ATTACHMENT A PROGRAM SCHEDULE

ATTACHMENT B COMMISSIONERS LISTING

ATTACHMENT C PROJECT PRIORITY LIST

ATTACHMENT D PROGRAM RULES

Part 2.

ATTACHMENT E PROGRAM APPLICATION/TIPS SHEET (1 PAGE)

E-1. APPLICATION CHECK LIST (2 PAGES)

E-2. APPLICANT INFORMATION/PROJECT SUMMARY

E-3. PROJECT INFORMATION

E-4. APPLICATION AND EVALUATION WORKSHEET (20 PAGES)

E-5. COST ESTIMATE FORM

E-6. PROJECT TIMELINE

E-7. RESOLUTION (2 PAGES)

E-8. ATTORNEYS CERTIFICATION OF TITLE

E-9. REQUIRED MAPS

County/City Map of project location

Site plan map

ATTACHMENT A

FY 2021-2022
WATERWAYS ASSISTANCE PROGRAM
SCHEDULE

January 2021	Availability of application packages.
Prior to March 4, 2021	Applicants schedule review of proposed projects with local FIND Commissioner, required before submission to the District office.
March 29, 2021	**Application due in the District office by 4:30 PM (No Exceptions)**
May 21, 2021	Application requirements must be completed or application will be eliminated from further consideration.
June 18 & 19, 2021	Applicants make a 10-minute presentation of application to FIND Board. Meeting held in Brevard County.
July 16, 2021	FIND Board reviews additional requested information and the Commissioners will complete the Application's Rating & Evaluation Form. Board makes final funding decisions on remaining eligible applications (subject to budget process).
Sept. 20, 2021	All remaining permits due.
October 1, 2021	Grant awards are announced. Funded applicants execute project agreement. Project funds become available, project initiates, timeline begins.

ATTACHMENT B

2020-2021 FIND BOARD OF COMMISSIONERS

NASSAU COUNTY Mr. Lynn Williams 6400 E. Marina Dr. Long Beach, CA 90803 Ph# (847) 4922-1598 LWilliams@aicw.org	**DUVAL COUNTY** Mr. Michael O'Steen c/o PARC Group 4314 Pablo Oaks Court Jacksonville, FL 32224 Office Ph# (904) 992-9750 MOsteen@aicw.org
ST. JOHNS COUNTY Mr. Carl Blow 100 Santa Monica Avenue St. Augustine, FL 32080-5417 Ph# (904) 710-2655 JCBlow@aicw.org	**FLAGLER COUNTY** Vacant Please contact Janet Zimmerman @ FIND Ph# (561) 627-3386 jzimmerman@aicw.org
VOLUSIA COUNTY Vacant Please contact Janet Zimmerman @ FIND Ph# (561) 627-3386 jzimmerman@aicw.org	**BREVARD COUNTY** Mr. Jerry H. Sansom P.O. Box 98 Cocoa, FL 32923-0098 Ph# (321) 777-8130 jerryhsansom@aol.com
INDIAN RIVER COUNTY Vacant Please contact Janet Zimmerman @ FIND Ph# (561) 627-3386 jzimmerman@aicw.org	**ST. LUCIE COUNTY** Mr. Don Donaldson 138 Commonwealth Court Fort Pierce, FL 34949 Ph# (772) 260-1969 DDonaldson@aicw.org
MARTIN COUNTY Mr. Donald J. Cuozzo Cuozzo Design Group 926 SE 5TH Street Stuart, FL 34994 Ph # (772) 485-1600 dcuozzo@cdgplan.com	**PALM BEACH COUNTY** Mr. Charles Isiminger c/o Isiminger & Stubbs Engineering, Inc. 649 U.S. Highway 1, Suite 9 North Palm Beach, FL 33408-4616 Ph# (561) 881-0003 cisiminger@coastal-engineers.com
BROWARD COUNTY Mr. Frank Gernert Florida General Enterproses, LLC. 1109 Avocado Isle Fort Lauderdale, FL 33315 Ph # (954) 649-5200 FGernert@aicw.org	**MIAMI-DADE COUNTY** Mr. Spencer Crowley, III c/o Akerman LLP 98 SE 7 Street, Suite 1100 Miami, FL 33131 Ph# (305) 374-5600 spencer.crowley@akerman.com

ATTACHMENT C

2021 ASSISTANCE PROGRAM PROJECT PRIORITY LIST

PRIORITY **PROJECT CATEGORY**	**MAX POINTS AVAILABLE (Question #1)**	***Highest Potential Score***
1. Public navigation channel dredging.	8	*50*
2. Public navigation aids & markers.	8	*50*
3. Inlet management projects that are a benefit to public navigation in the District.	7	*49*
4. Public shoreline stabilization directly benefiting the District's waterway channels. (ICW or OWW)	7	*49*
5. Acquisition and development of publicly owned spoil disposal sites & public commercial/industrial waterway access	6	*48*
6. Waterway signs & buoys for safety, regulation or information.	6	*48*
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;	5	*47*
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;	5	*47*
9. Derelict vessel removal	4	*46*
10. Waterway related environmental education programs & facilities	4	*46*
11. Public fishing & viewing piers	3	*45*
12. Public waterfront parks and boardwalks and associated improvements	3	*45*
13. Maritime Management Planning	3	*44*
14. Waterway boating safety programs & equipment	*2*	*44*
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project	2	*43*
16. Environmental restoration, enhancement or mitigation projects	*2*	*43*
17. Other waterway related projects.	1	*42*

NOTE: *Projects qualifying for Emergency Re-Construction status may have an additional 3 points available to the potential score.*

ATTACHMENT D

CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM (2021)

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66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) “LIAISON AGENT” means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) “LOCAL GOVERNMENTS” means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) “MARITIME MANAGEMENT PLAN” means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) “MATCHING FUNDS” means those funds provided by the local sponsor to the project.

(14) “MEMBER COUNTY” means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) “NAVIGATION RELATED DISTRICTS” means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) “PRE-AGREEMENT COSTS” means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) “PROGRAM” means the Florida Inland Navigation District Waterways Assistance Program.

(18) “PROGRAM FUNDS” means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) “PROJECT” means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) “PROJECT AGREEMENT” means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) “PROJECT MAINTENANCE” means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) “PROJECT MANAGER” means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) “PROJECT PERIOD” means the approved time during which costs may be incurred and charged to the funded project.

(24) “PROJECT SPONSOR” means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) “PUBLIC BUILDING” means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) “PUBLIC MARINA” means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

~~(28) “TRIM HEARING” means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.~~

~~(29)~~ (28) “WATERWAYS” means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

~~(30)~~ (29) “WATERWAY RELATED ENVIRONMENTAL EDUCATION” means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-03568, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., ~~and~~ Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C. and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the

expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.
Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects that provide for commercial/industrial waterway access shall qualify for a maximum of fifty (50) percent funding. All other land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. All funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility for a minimum period of 25 years after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic

Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications," shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in Rule 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,

7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,

8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,

9. Derelict Vessel Removal,

10. Waterways related environmental education programs and facilities,

11. Public fishing and viewing piers,

12. Public waterfront parks and boardwalks and associated improvements,

13. Maritime Management Planning,

14. Waterways boating safety programs and equipment,

15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,

16. Environmental restoration, enhancement or mitigation projects; and,

17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,

2. Restrooms for non-waterway users,

3. Roadways providing access to non-waterway users,

4. Parking areas for non-waterway users,

5. Utilities for non-waterway related facilities,

6. Lighting for non-waterway related facilities,

7. Project maintenance and maintenance equipment,

8. Picnic shelters and furniture for non-waterway related facilities,

9. Vehicles to transport vessels; and,

10. Operational items such as fuel, oil, etc.

11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,

12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection,

b. Design, permitting, planning, engineering or surveying costs for completed construction project,

c. Restoration of sites disturbed during the construction of an approved project,

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $60,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed,

lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the ~~District's final TRIM hearing~~ third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. ~~Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency~~. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The

applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection

66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to $7,500 per project, not to exceed $22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding $10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

~~(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-~~

~~01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.~~

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves,

advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

Florida Inland Navigation District

FY 2021

WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

The following attachment E-1 through E-8, in addition to the requirements of items 10 through 13 of the application checklist, constitute your formal application.

SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST.

Applications must be received by the District by 4:30 p.m. on March 29, 2021.

SUBMIT ENTIRE APPLICATION ONE OF TWO WAYS:



Electronic copy (pdf) via email:
JZimmerman@aicw.org

OR



Completed hardcopy via Mail:
FIND, 1314 Marcinski Rd.,
Jupiter, FL 33477

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 29th of March; Property control/Technical sufficiency items – 21st of May, Permits – 20th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project element in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note, that pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligible as project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Commissioner's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are being accepted by email or hardcopy. Grant applications may be submitted via email as a pdf attachment (permits attached separately). Make sure to label your pdf attachment with the applicant and project title. You will receive a confirmation email letting you know your application has been received. Email your completed application to JZimmerman@aicw.org Or you may send hardcopy applications to FIND, 1314 Marcinski Rd, Jupiter, EL 33477.

Applications must be received by the District by 4:30 p.m. on March 29, 2021.

ATTACHMENT E-1

APPLICATION CHECKLIST

WATERWAY ASSISTANCE PROGRAM FY 2021

Project Title:	
Applicant:	

This checklist and the other items listed below in items 1 through 13 constitute your application. The required information shall be submitted in the order listed.

An electronic copy may be emailed to JZimmerman@aicw.org. Application must be received by the deadline, no exceptions.

All information will be printed on 8 ½"x11" paper to be included in agenda books bound by staff.

		YES	NO
1.	District Commissioner Review (prior to March 4th) *(NOTE*: **For District Commissioner initials ONLY!)** **(District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	____	____
2.	Application Checklist – E-1 (Form No. 90-26, 2 pages) (Form must be signed and dated)		
3.	Applicant Info/Project Summary – E-2 (Form No. 90-22, 1 page)**(Form must be completed and signed)**		
4.	Project Information – E-3 (Form No. 90-22a, 1 page)		
5.	Application and Evaluation Worksheet – E-4(+) (Form No.91-25) (One proper sub-attachment included, 7 pages) Must answer questions 1-10. **No signatures required**		
6.	Project Cost Estimate – E-5 (Form No. 90-25, 1 page) **(Must be on District form**)		
7.	Project Timeline – E-6 (Form No. 96-10, 1 page)		
8.	Official Resolution Form – E-7 (Form No. 90-21, 2 pages) **(Resolution must be in District format and include items 1-6)**		

ATTACHMENT E-1 (Continued)

APPLICATION CHECKLIST

WATERWAY ASSISTANCE PROGRAM FY 2021

		YES	NO
9.	Attorney's Certification (Land Ownership) – E-8 **(Must be on or follow format of Form No. 94-26, Legal descriptions NOT accepted in lieu of form)**		
10.	County/City Location Map		
11.	Project Boundary Map		
12.	Clear & Detailed Site Development Plan Map		
13.	Copies of all Required Permits: ACOE, DEP, WMD (Required of development projects only)		

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 29, 2021 By May 21, 2021 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than September 20, 2021. If the information in Item 13 is not submitted to the District office by September 20, 2021, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON: _____ TITLE: _____

_____ _____

**** SIGNATURE - PROJECT LIAISON **** DATE

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review: _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility: _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

ATTACHMENT E-2

APPLICANT INFORMATION & PROJECT SUMMARY

WATERWAY ASSISTANCE PROGRAM FY 2021

APPLICANT INFORMATION			
Applicant:			
Department:			
Project Title:			
Project Director:		**Title:**	
Project Liaison: *(if different from Director)*		**Title:**	
Mailing Address:			
City:		**Zip Code:**	
Email Address:		**Phone #:**	
Project Address:			

***** I hereby certify that the information provided in this application is true and accurate. *****

SIGNATURE: _____ DATE: _____

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

Form No. 90-22, Rule 66B-2, (New 12/17/90, Rev.07-30-02, 04-24-06)

ATTACHMENT E-3

PROJECT INFORMATION

WATERWAY ASSISTANCE PROGRAM FY 2021

Applicant:	Project Title:	
Total Project Cost: $	FIND Funding Requested: $	% of Total Cost:
Amount of Applicant's Matching Funds:		
Source of Applicant's Matching Funds:		

1. Ownership of Project Site (check one): Own: ◯ Leased: ◯ Other: ◯

2. If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site? Yes ◯ No: ☐ ◯

4. If yes, please list:

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

6. How many additional ramps, slips, parking spaces or other access features will be added by this project?

7. Are fees charged for the use of this project? No ◯ Yes ◯ **

****If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.**

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD			
DEP			
ACOE			

ATTACHMENT E-4

EVALUATION WORKSHEET

WATERWAY ASSISTANCE PROGRAM FY 2021

DIRECTIONS:
All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

*****Please keep your answers brief and do not change the pagination of Attachment E-4*****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	
Applicant:	

---

1) PRIORITY LIST:

a) Denote the priority list category of this project from Attachment C in the application. (The application may only be of **one** type based upon the predominant cost of the project elements.)

Choose from dropdown

b) Explain how the project fits this priority category.

(For reviewer only)
Max. Available Score for application _____

Question 1. Range of Score (1 to____points)

---

2) WATERWAY RELATIONSHIP:

a) **Explain how the project relates to the ICW and the mission of the Navigation District.**

b) **What public access or navigational benefit to the ICW or adjoining waterway will result from this project?**

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

a) **Describe how the project increases/improves boater/public access. Estimate the amount of total public use.**

b) **Discuss the regional and local public benefits provided by the project. Can residents from other counties of the District reasonably access and use the project? Explain.**

c) **Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use of this site?**

(For reviewer only)
(1-8 points)

4) TIMELINESS:

a) **Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.**

b) **Briefly explain any unique aspects of this project that could influence the timeline.**

(For reviewer only)
(1-3 points)

---

5) COSTS & EFFICIENCY:

a) **List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project including any cash match or matching grant funds.**

b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.

c) Are there any fees associated with the use of this facility? If so, please list or attach fee sheet.

d) If there are any fees, please explain where these fees go and what they are used for. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

a) Why is the project necessary and what need will it fill? Why are existing facilities insufficient to meet demand?

b) Clearly demonstrate how the project will continue to be maintained and funded after funding is completed.

c) Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

ATTACHMENT E-4A

EVALUATION WORKSHEET

DEVELOPMENT & CONSTRUCTION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

---

7) PERMITTING:

a) Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.

b) If the project is a Phase I project, please provide a general cost estimate for the future Phase II work.

c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.

(For reviewer only)
(1-4 points)

---

8) PROJECT DESIGN:

a) **Has the design work been completed?**
If this is a Phase I project, has a preliminary design been developed?

b) **Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?**

(For reviewer only)
(1-2 points)

9) CONSTRUCTION TECHNIQUES:

a) **Briefly explain the construction techniques and materials to be utilized for this project. Identify any unique construction materials that may significantly alter the project costs. If a Phase 1, elaborate on potential techniques.**

b) **What is the design life of the proposed materials compared to other available materials?**

(For reviewer only)
(1-3 points)

10) ENVIRONMENTAL COMPONENTS:

a) How has the facility where the project is located demonstrated commitment to environmental compliance, sustainability, and stewardship?

b) What considerations, if any, have been made for sea level rise impacts in the design and life span of this project?

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4B

EVALUATION WORKSHEET

ENVIRONMENTAL EDUCATION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN ENVIRONMENTAL EDUCATION PROJECT

---

7) THOROUGHNESS:

a) **Who is the primary target audience or user group for the project and how were they identified?**

b) **How have the needs of the target audience been evaluated and met?**

c) **How many people will the program serve on an annual basis? What will be the measurable results?**

(For reviewer only)
(1-5 points)

---

8) DELIVERABLES:

a) **Describe the materials and project deliverables to be produced by this project.**

b) **Is there a clear and effective plan of dissemination of the materials produced through the project? Please describe.**

(For reviewer only)
(1-2 points)

9) EXPERIENCE & QUALIFICATIONS:

a) **Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.**

b) **What previous projects of this nature have been completed by the program manager?**

(For reviewer only)
(1-2 points)

10) PROJECT GOALS:

a) What are the long-term goals of this project as it relates to the ICW?

b) What is the expected duration/frequency of this program?

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4C

EVALUATION WORKSHEET

LAW ENFORCEMENT & BOATING SAFETY PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A LAW ENFORCEMENT OR BOATING SAFETY PROJECT

---

7) VIABILITY:

c) Describe how the project will address particular public health, safety, or welfare issues of the Navigation District's Waterways.

d) How does the project provide significant benefits or enhancements to the District's Waterways?

(For reviewer only)
(1-3 points)

---

8) EXPERIENCE & QUALIFICATIONS:

a) **List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.**

b) **Have the personnel participated in or received state marine law enforcement training?**

(For reviewer only)
(1-2 points)

---

9) DELIVERABLES:

a) **Describe the anticipated, long-term measurable results of implementing this project.**

b) **What is the range or area of coverage for this project? Please provide a map of the coverage area.**

c) **Does the project fulfill a particular community need?**

For reviewer only)
(1-4 points)

---

10) EDUCATION:

a) What are the educational benefits (if any) of this proposed project?

b) How does the project or program provide effective public boating education or expand boater safety?

(For reviewer only)
(1 -3 points)

RATING POINT TOTAL _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4D

EVALUATION WORKSHEET

INLET MANAGEMENT & PUBLIC NAVIGATION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN INLET MANAGEMENT OR PUBLIC NAVIGATION PROJECT

---

7) WATERWAY RELATIONSHIP:

a) How does the project directly benefit the Atlantic Intracoastal Waterway (AICW)?

b) Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

c) Will the project inhibit sediment inflow into, or reduce the dredging frequency of the AICW?

(For reviewer only)
(1-5 points)

---

8) PUBLIC ACCESS:

a) **Will the project enhance public access to or from the waterways? Describe in brief detail.**

b) **List the upstream publicly accessible facilities with improved access as a result of this project.**

(For reviewer only)
(1 -3 points)

9) BENEFICIAL PROJECT ELEMENTS:

a) **Are there additional economic benefits to be realized by implementing this project?**

b) **Briefly spell out any water quality, environmental or habitat benefits to be realized by this project.**

(For reviewer only)
(1 -2 points)

10) PROJECT MAINTENANCE:

a) When was this area last dredged? What is the expected frequency of future dredging?

b) Explain the funding mechanism for the long-term maintenance of the project.

c) Describe the long-range dredge material management plans.

(For reviewer only)
(1 -2 points)

RATING POINT TOTAL _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4E

EVALUATION WORKSHEET

BEACH RENOURISHMENT PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A BEACH RENOURISHMENT PROJECT

---

7) WATERWAY RELATIONSHIP:

a) Describe how the District and other navigation interests will benefit from the implementation of this project.

(For reviewer only)
(1 -4 points)

---

8) VIABILITY:

a) **Is the project site defined as critically eroded area by a statewide beach management plan?**

b) **Cite the quantifiable rate of erosion in this area.**

c) **Is the project an important component of an overall beach management effort?**

(For reviewer only)
(1 -4 points)

---

9) PUBLIC BENEFITS:

a) **Are there quantifiable public benefits demonstrated by the project?**

b) **Is there adequate public access to the project area? Please describe location and amount.**

(For reviewer only)
(1-2 points)

---

10) PROJECT FUNDING:

a) Describe any assistance funding from other sources.

b) Clarify the availability of long-term funding for this project.

(For reviewer only)
(1-2 points)

RATING POINT TOTAL: _____

Note:
The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4F

EVALUATION WORKSHEET

EMERGENCY RE-CONSTRUCTION

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED ONLY IF YOUR PROJECT IS A WATERWAY PROJECT THAT WAS DAMAGED BY A NATURAL DISASTER AS DECLARED BY A STATE OF EMERGENCY UNDER CHAPTER 252, FLORIDA STATUTES.

---

11. (EXTRA) STORM DAMAGE EVALUATION:

a) List the State of Emergency declaration order or proclamation & the name and date of the storm/event.

b) Has this site/project previously received funding from FIND

c) Detail the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair.

d) What is the current status of your FEMA paperwork for the project?

(For reviewer only)
(0-3 points)

ATTACHMENT E-5

PROJECT COST ESTIMATE

WATERWAY ASSISTANCE PROGRAM FY 2021

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	
Applicant:	

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)

****TOTALS =**	**$ 0.00**	**$ 0.00**	**$ 0.00**

ATTACHMENT E-6

PROJECT TIMELINE

WATERWAY ASSISTANCE PROGRAM FY 2021

Project Title:	
Applicant:	

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

Date	**Component**

ATTACHMENT E-7

RESOLUTION FOR ASSISTANCE 2021

UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE_____is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of _____
and the State of Florida:

Project Title_____

Total Estimated Cost $ 0.00_____

Brief Description of Project:

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the _____
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said _____
(Name of Agency)

make application to the Florida Inland Navigation District in the amount of_____% of the actual cost of the project in behalf of said _____
(Name of Agency)

AND, be it further resolved by the _____
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said_____ _____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the_____at a legal meeting
(agency governing board)
held on this_____day of_____20____.

_____ _____
Attest Signature

_____ _____
Title Title

ATTACHMENT E-8

ATTORNEYS CERTIFICATION OF TITLE 2021

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY

(Address)

_____, 2021

TO WHOM IT MAY CONCERN:

I,_____, am the Attorney for the (City or County), Florida. I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) dated _____ conveying _____*(type of interest, ie. Fee simple, easement, 25 year lease, etc.)* in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP application)".

I certify that the (City or County) does in fact (own, lease, etc.) this property for_____years.

Very truly yours,

(City or County) Attorney

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Public Works	**DIVISION:** Capital Projects
POINT OF CONTACT: Anthony Hagan	**PROJECT MANAGER:** Frank Mirabito
NAME OF GRANT: FIND - Boat Ramps Restoration for Cocoa Riverfront - Phase 2 Construction	
CFDA#/CFSA#: N/A	**FUNDING AGENCY:** FIND
AMOUNT REQUESTED: $ 300,000	**GRANT DUE DATE:** 03/29/2021
PROJECT DESCRIPTION: Reconstruct approximately 383 square yards of the boat ramps (4) and finger piers (3). Regrade the approach to the boat ramps to provide for better entry and exit angles for the boaters and their trailers.	
MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 150,000	**TARGET DATE TO COUNCIL:** 03/09/2021
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** Upon Completion
WHAT ARE THE REPORTING REQUIREMENTS? Quarterly Reports	
FUTURE REQUIREMENTS TO CONSIDER:	

_____
Department Director

_____
Grants Administrator

_____
Deputy Finance Director

_____
Finance Director

_____
City Manager

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Public Works	**DIVISION:** Capital Projects
POINT OF CONTACT: Anthony Hagan	**PROJECT MANAGER:** Frank Mirabito
NAME OF GRANT: FIND - Boat Ramps Restoration for Cocoa Riverfront - Phase 2 Construction	
CFDA#/CFSA#: N/A	**FUNDING AGENCY:** FIND
AMOUNT REQUESTED: $ 300,000	**GRANT DUE DATE:** 03/29/2021
PROJECT DESCRIPTION: Reconstruct approximately 383 square yards of the boat ramps (4) and finger piers (3). Regrade the approach to the boat ramps to provide for better entry and exit angles for the boaters and their trailers.	
MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 150,000	**TARGET DATE TO COUNCIL:**
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** Upon Completion
WHAT ARE THE REPORTING REQUIREMENTS? Quarterly Reports	
FUTURE REQUIREMENTS TO CONSIDER:	

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	21-48	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	12/22/2020			**In control:**	City Council
On agenda:	3/9/2021			**Final action:**	
Title:	Approve Fourth Amendment to License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	T-Mobile South, LLC Original Lease.pdf T-Mobile South, LLC Amendment #1.pdf T-Mobile South, LLC Amendment #2.pdf T-Mobile South, LLC Amendment #3.pdf A2C0020A COI 20-21.pdf A2C0020A_Anchor_Final Plans CDS_102120 E-S set.pdf T-Mobile South, LLC Amendment #4.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 22, 2020
Agenda Date: March 9, 2021
Prepared By: Katherine D. Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Fourth Amendment to License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc.

BACKGROUND:

The City is party to an existing License Agreement for Wireless Communication Antenna on Existing Water Tower (“Lease”) with APT Tampa/Orlando, Inc. dated August 11, 1997, wherein the City agreed to lease certain City property to APT Tampa/Orlando, Inc. for the construction, operation, and maintenance of a telecommunications tower.

The Lease was set to expire on July 28, 2012, MD7, on behalf of T-Mobile South, LLC, negotiated with the City to propose a slight reduction in rent obligations and an extension of the Lease for an additional initial term of five (5) years commencing on July 1, 2012, with the option to automatically extend the term for two (2) additional five (5) year terms without further action by the Licensee. The end of the first five-year extension is July 1, 2022.

On October 26, 2010, City Council approved the First Amendment to this Agreement providing for the rent reduction and term extension.

On December 13, 2016, City Council approved the Second Amendment to the License Agreement to add an additional six (6) pieces of equipment to the current Lease to include three (3) antennas and three (3) radios.

On January 9, 2019, City Council approved the Third Amendment to the License Agreement to install a 15KW generator with a 211 gallon tank on a 5' x 8' pad.

Staff is requesting City Council approval of the Fourth Amendment to the License Agreement with T-Mobile to remove six (6) existing radios, the replacement of three (3) antennas and three (3) radios, and the addition of one (1) box/ hybrid cable combo (see Exhibit 4-A attached). The additional facilities are the property of T-Mobile and not a third party carrier.

This addendum will not affect the current rental rates associated with this Agreement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A

Cell tower lease and rental revenue is budgeted in FY2021 in the General Fund Rentals and Leases account # 001-0000-362.00-00. This amendment does not alter the current rental rates.

PREVIOUS ACTION:

On October 26, 2010, City Council approved the First Amendment to the License Agreement providing for the rent reduction and term extension.

On December 13, 2016, City Council approved the Second Amendment to the License Agreement.

On January 9, 2019, City Council approved the Third Amendment to the License Agreement.

RECOMMENDED MOTION:

To Approve Fourth Amendment to License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc.

Document Break Sheet

Document Identification:

Document Name: A2C0020A_01_LSE_19970804_0

Document Date: 19970804

Image Name:

Location Identifier: A2C0020A

Truncated Doc Name: LSE

Document Sequence: 01

ABSTRACT

LICENSE AGREEMENT FOR WIRELESS
COMMUNICATION ANTENNA ON EXISTING WATER TOWER

THIS NON-EXCLUSIVE LICENSE AGREEMENT is entered into this 29th day of July, 1997, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, whose address is 603 Brevard Avenue, Cocoa, Florida 32922 (hereinafter "City") and **APT TAMPA/ORLANDO, INC.**, a Delaware Corporation, whose address is 8410 W. Bryn Maur, Suite 1100, Chicago, IL 60631-3486 (hereinafter "Licensee").

WHEREAS, the City is the owner and operator of a water tower located on real property owned by the City in the City of Cocoa, Florida; and

WHEREAS, the Licensee is in the communication business and desires to non-exclusively utilize a portion of the Tower and Property for the installation, operation, maintenance and repair of certain Antennae Facilities more fully defined herein; and

WHEREAS, the City is willing to grant the Licensee a non-exclusive license to a portion of the Tower and the Property in order to allow the Licensee to install, operate, maintain, and repair the Antennae Facilities pursuant to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Licensed Premises**. The City hereby grants to the Licensee a non-exclusive license to occupy and use that certain portion of the Tower and the Property in accordance with the terms of this License Agreement.

2. **Intended Use**. The license granted by this License Agreement is for the installation, operation, repair and maintenance of the Antennae Facilities on the Tower and Property at the locations shown on the Site Plan. This use shall be non-exclusive. The Licensee may not add additional Antennae Facilities from that shown on the Site Plan, without the prior, written approval of the City, which approval shall not be unreasonably withheld or delayed. If Licensee requests additional Antennae Facilities, the City reserves the right to require additional compensation to be paid to the City and to negotiate any amendments to this Agreement deemed reasonably necessary as a result of the additional Antennae Facilities. The Licensee shall also have the right to use the Property as may be reasonably necessary to install, operate, repair, and maintain the Antennae Facilities, providing said use does not in any way interfere with the City's operation of the Tower and use of the Property.

3. **Definitions**. The following words and phrases contained in this Agreement shall have the meaning ascribed to them below unless the context clearly indicates otherwise:

3.1 **"Antennae Facilities"** shall mean Licensee's exterior transmitting or receiving device mounted on the Tower and the reasonable and necessary appurtenances thereto, including, but not limited to, cables, utility lines and equipment, and unstaffed accessory ground structures and buildings, which are located on the Property and approved by the City hereunder for the transmission and/or reception of wireless telecommunication services provided by Licensee.

3.2 **"City"** shall mean the City of Cocoa, Florida, a Florida Municipal Corporation.

3.3 **"Commencement Date"** shall mean the earlier of the date the Licensee begins construction of the Antennae Facilities or thirty (30) days after the issuance of a building permit by the City in accordance with paragraph 8. of this Agreement.

3.4 **"Effective Date"** shall mean the day and year the last party hereto has executed this Agreement.

3.5 **"License Agreement"** shall mean this Agreement between the City and Licensee.

3.6 **"Licensee"** shall mean APT Tampa/Orlando, Inc., a Delaware Corporation.

3.7 **"License Fee"** shall mean the fee paid by Licensee to City pursuant to paragraph 5 of this License Agreement.

3.8 **"Other License Request"** shall mean that phrase as defined in paragraph 13.2 of this Agreement.

3.9 **"Property"** shall mean the real property owned by the City and which is legally described in Exhibit "1" of this License Agreement. Exhibit "1" is hereby fully incorporated into this License Agreement by this reference.

3.10 **"Site Plan"** shall mean the Site Plan, and any amendments thereto, submitted by Licensee for City approval pursuant to paragraph 8 of this License Agreement.

3.11 **"Tower"** shall mean the water tower owned and operated by the City and which is located on the Property.

4. **Term and Renewals**. The term of this License shall be five (5) years, commencing on the Commencement Date, and ending on the fifth (5th) anniversary date thereof. Provided the Licensee is not then in default under this License Agreement, the Licensee and City may

mutually agree in writing to renew the term of this License Agreement for two (2) successive renewal terms of five (5) years each, but neither party shall be obligated to do so.

5. **License Fee**.

5.1 The Licensee shall pay the City a license fee of One Thousand One Hundred and No/100 Dollars ($ 1,100.00) per month, payable in advance in quarterly payments of Three Thousand Three Hundred and No/100 Dollars ($3,300.00). The first payment shall be due within twenty (20) business days of the Commencement Date and shall be prorated until the end of the calendar quarter; and subsequent payments shall continue on the first day of each and every calendar quarter thereafter during the term of this License Agreement.

5.2 Any amounts not paid by the Licensee to the City within ten (10) days of its due date shall include a late payment charge of five percent (5%) of the amount due. In the event of non-payment after such 10 day period, the City may, after giving ten (10) calendar days prior notice to the Licensee, suspend the license granted under this License Agreement until the Licensee has been paid in full.

5.3 The License Fee shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to the greater of three percent (3%) of the then-current License Fee, or the percentage increase in the Consumer Price Index (CPI) over the CPI for the twelve (12) months prior to the date the License Fee is to increase provided, however, that the increase shall not exceed eight percent (8%) in any one (1) year.

6. **Taxes**. The Licensee shall pay all applicable taxes, if any, which become due and payable during the term of this License Agreement. This shall include, without limitation, all applicable sales taxes and any real estate taxes assessed against the City's property solely by virtue of this License Agreement.

7. **Aesthetic Standards**. Unless otherwise agreed in writing by City, the Antennae Facilities located on the Tower shall, at all times, be the same color as the Tower. The Antennae Facilities not located on the Tower shall be a color approved by the City. The Antennae Facilities shall also be as unobtrusive as practicable. The Antennae Facilities shall not obstruct the visual sight of the American Flag and the "City of Cocoa" which is painted on the Tower.

8. **Site Plan and Installation of Antennae Facilities**.

8.1 No later than thirty (30) days after the Effective Date, unless otherwise extended by mutual agreement of the parties, Licensee shall submit to the City for approval, a detailed Site Plan accurately depicting the location and design of installation of the proposed Antennae Facilities. The Site Plan shall be submitted in accordance with the City's then applicable Site Plan and building permit procedures and requirements. Unless otherwise agreed to by the City, the Site Plan shall indicate that Licensee's concrete equipment pad and utilities cabinet shall be located underneath

the Tower at a location mutually agreed upon by the parties during the Site Plan process. If the location of the equipment pad and utilities cabinet is cost prohibitive to Licensee, Licensee shall have the right to terminate this License Agreement without penalty. The Site Plan shall also indicate that all cables installed by Licensee which run from the equipment pad and utilities cabinet to the Tower shall be installed underground. In addition, the Site Plan shall indicate that the Antennae Facilities do not extend beyond the top handrail of the platform which runs around the perimeter of the Tower. The approval by the City shall not be unreasonably withheld or delayed. Upon approval, the Site Plan shall be attached to this License Agreement as Exhibit "2". Exhibit "2" shall be deemed fully incorporated into this License Agreement by this reference. As part of the Site Plan submittal, Licensee shall submit to the City an engineer's report, prepared by an independent engineering consultant acceptable to the City and certified to the City, which evidences that Licensee's proposed Antennae Facilities do not in any way negatively effect the structural integrity, loading capacity, or City's use of the Tower. Licensee agrees to pay up to Three Thousand and No/100 Dollars ($3,000.00) towards the cost of the report. In addition, Licensee shall submit to the City written documentation, in a form reasonably acceptable to City, that the Antennae Facilities will not generate radio interference with the City's antennas on the Tower which currently operate at 150-170 MHZ and 450 MHZ.

8.2 The Antennae Facilities shall be installed and maintained according to the Site Plan and approved building permit. If the Tower or other property owned by the City is damaged during the installation and /or operation of the Antennae Facilities, the Licensee shall immediately notify the City within twenty four (24) hours of such damage. The Licensee shall be solely liable for all expenses incurred to repair the damage. Unless otherwise decided by the City, and said decision shall be at the City's sole and absolute discretion, Licensee shall make the repairs within ten (10) days of such damage, or as soon as reasonably possible. All repairs shall be to the City's sole satisfaction.

8.3 Within thirty (30) days after installation of the Antennae Facilities, the Licensee shall provide the City with as-built drawings of the location of the Antennae Facilities installed on the Tower and Property, which show the actual location of the Antennae Facilities consistent with Site Plan and approved building permit. In addition, the Licensee shall also provide the City with a complete and detailed inventory of the Antennae Facilities and related personal property and equipment. The Licensee shall not allow any liens to be placed on the Property.

9. **Equipment Upgrade**. The Licensee may update or replace the Antennae Facilities, from time to time, provided that if the replacement facilities are greater in number or size than the existing facilities, or the replacement facilities change in their location on the Tower, the Licensee shall obtain the City's prior written approval for such upgrade or replacement consistent with the Site Plan procedure established by paragraph 8 of this License Agreement. Such approval shall not be unreasonably withheld or delayed.

10. **Maintenance**.

10.1 The Licensee shall have the sole responsibility for the maintenance, repair and

security of the Antennae Facilities and related personal property and equipment, and shall keep the same in good repair and condition during the term of this License Agreement.

10.2 The Licensee shall maintain the Antennae Facilities in such a manner so as not to conflict or interfere with the use of the Tower and Property by the City. The Licensee shall not interfere with the preexisting use of the Tower by, and the facilities and/or equipment of, other licensees of the City. The Licensee shall be solely responsible for any damage it causes to the antennas and equipment of other licensees of the City.

10.3 The City shall not willfully interfere or allow interference with Licensee's Antennae Facilities. The City agrees that it will not allow the location of any subsequent licensing equipment so as to conflict with or prevent the reasonable maintenance of the Licensee's Antennae Facilities.

10.4 The City and the Licensee shall keep the Tower and Property free of debris and any dangerous, noxious, or offensive matter which would create a hazard or undue vibration, heat, noise, or signal interference.

10.5 In the event the Tower is painted, upgraded, repaired, or altered by the City or another licensee or user, the Licensee shall receive prior written notice thereof and Licensee shall take reasonable measures to protect the Antennae Facilities during such painting, upgrading, etc. Licensee shall promptly and temporarily remove or relocate in Licensee's discretion, at Licensee's sole expense, any portion of the Antennae Facilities which interfere with the City's ability to paint, upgrade, repair, or alter the Tower. Licensee agrees to pay the City any material increase in the cost of painting the Tower incurred by the City as a result of the Antennae Facilities. Licensee shall take such steps as are necessary to protect the Antennae Facilities during any such painting, upgrading, repairing, or altering of the Tower.

10.6 In order to minimize disruption to the surrounding area, normal maintenance and repairs to the Antennae Facilities shall be restricted to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding legal holidays. Bona fide emergency maintenance and repairs to the Antennae Facilities may be conducted at any time, if necessary.

11. **Utilities**. The Licensee shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Tower and Property and shall timely pay all costs associated therewith.

12. **Compliance with Laws**.

12.1 Licensee shall comply with all present and future federal, state and local laws, ordinances, rules and regulations (including, but not limited to, laws, rules and regulations issued by the Federal Communication Commission (FCC), Federal Aviation Administration (FAA), and the City in connection with the installation, use, operation, repair and maintenance of the Antennae Facilities,

and the Tower as affected by the Antennae Facilities. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be Licensee's sole responsibility.

12.2 Licensee's use of the Tower and Property is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state, or local authority. Licensee shall erect, maintain, and operate its Antennae Facilities in accordance with site standards, state statutes, ordinances, rules and regulations now in effect or that thereafter may be issued by the FCC or any other governing bodies. The payment of any penalties or fines arising out of, or in any way connected with, the violation of, or non-compliance with, the foregoing shall be Licensee's sole responsibility.

13. **Interference**.

13.1 Licensee's installation, operation, repair, and maintenance of the Antennae Facilities shall not damage or interfere in any way with the City's Tower operations or related repair and maintenance activities. Licensee agrees to cease all such actions which interfere with the City's own use of the Tower and Property (other than approving Other License Requests which shall be subject to paragraphs 13.2 and 13.3 of this Agreement) immediately upon actual notice of such interference, provided, however, in such case Licensee shall have the right to terminate the License Agreement without further obligation or liability beyond that incurred as of the termination date. The City, at all times during this License Agreement, reserves the right to take any action it deems necessary, in its sole and absolute discretion, to repair, maintain, alter, or improve the Tower operations as may be necessary, including, but not limited to, leasing or licensing any part of the Tower and Property.

13.2 The License herein granted to Licensee is non-exclusive and the City may grant additional licenses to allow other communication providers to locate Antennae Facilities on the Tower and Property. In the event any other party requests a license to place any type of additional antenna or transmission facility on the Tower and Property ("Other License Requests"), the procedures of the next paragraph shall govern to determine whether such antenna or transmission facility will mechanically, structurally, or by regulation interfere with Licensee's transmission operations.

13.3 The City shall submit the Other License Request to Licensee, complete with all technical specifications reasonably requested by Licensee, for Licensee's review for mechanical, structural, or regulatory interference to Licensee's ability to receive or transmit wireless communication services from the Tower and Property. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Licensee shall have thirty (30) days following receipt of said Other License Request to make any objections thereto known to the City in writing, and failure to make any objection within said thirty (30) day period shall be deemed consent by Licensee to the installation of antennas or transmission facilities pursuant to said Other License Request. Any objections shall be made in good faith and shall not be based in any way on Licensee's desire to prohibit one of its competitors from collocating on

the Tower or Property. If Licensee gives notice of objection due to mechanical, structural, or regulatory interference during such thirty (30) day period and Licensee's objections are verified by the City to be valid, then and in such event the City shall not proceed with such Other License Request unless the other party modifies the Other License Request in a manner determined, to eliminate the objectionable Other License Request, provided, however, if Licensee's ability to receive or transmit wireless communication services from the Tower is materially affected, the City shall take such action as shall be reasonably required to eliminate the interference by the subsequent user.

14. **Default by Licensee and City's Remedies.** The City reserves the right to revoke and terminate this License Agreement and rescind all rights and privileges associated with this License Agreement in the following circumstances, each of which shall represent a default and breach of this License Agreement:

14.1 Licensee defaults in the payment of the License Fee in accordance with this License Agreement; or

14.2 Licensee defaults in the performance of any material covenant or condition of this License Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Licensee shall have such time as is reasonably necessary to remedy the default, provided the Licensee promptly takes and diligently pursues such actions as are necessary therefor; or

14.3 Licensee abandons the Antennae Facilities, providing the City first notifies Licensee, in writing, that it has reasonable cause to believe that Licensee has abandoned the Antennae Facilities and Licensee does not, within thirty (30) calendar days after the written notice is received, provide the City a written memorandum clearly indicating that Licensee has not abandon the Antennae Facilities. If City can not locate Licensee after a reasonable attempt to do so, constructive notice in a newspaper of general circulation in Brevard County, Florida shall constitute written notice for purposes of this paragraph; or

14.4 Licensee is adjudicated bankrupt or makes any assignment for the benefit of creditors or Licensee becomes insolvent, or is unable or unwilling to pay its debts; or

14.5 Licensee has acted grossly negligent, as defined by general and applicable law, in maintaining or operating the Antennae Facilities; or

14.6 Licensee has committed any act of fraud upon the City; or

14.7 Licensee has made a material misrepresentation of fact to the City while performing its obligations under this License Agreement.

In the event the City intends to declare a default under paragraphs 14.5, 14.6, or 14.7, City shall provide Licensee fifteen (15) calendar days written notice of such intention and Licensee shall be given a reasonable opportunity to appear and be heard before the City's City Council and to convince the City Council that such act did not constitute a default under this Agreement. If the City Council, in its sole and absolute discretion, determines that it believes Licensee's act constituted a default under this Agreement, the City shall have all the rights stated in the next paragraph.

In the event of a default by Licensee, the City shall have the right, at its option, in addition to and not exclusive of any other remedy the City may have by operation of law, without any further demand or notice, to re-enter the Tower and Property and eject the Licensee therefrom and declare this License Agreement terminated, in which event Licensee shall immediately pay the City a sum of money equal to the total of: (a) the amount of the unpaid License Fee accrued through the date of termination; and (b) any other amount necessary to compensate the City for all damages proximately caused by Licensee's failure to perform its obligations under the License Agreement.

15. **Cure By The City**. In the event of any default of this License Agreement by Licensee, the City may at any time, after notice, cure the default for the account of and at the expense of the Licensee. If the City is compelled to pay or elects to pay any sum of money or do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney's fees in instituting, prosecuting, or defending any action to enforce the City's rights under this Agreement, the sums so paid by the City, with all interest, costs and damages, shall be deemed to be additional fees and shall be due form the Licensee to the City on the first day of the month following the date the respective expenses were incurred.

16. **Termination**.

16.1 **By City**. This License Agreement may be terminated by the City, without penalty to City, under the following circumstances:

a. Licensee defaults pursuant to paragraph 14 of this License Agreement; or

b. City determines, in its sole and absolute discretion, that the Tower is structurally unsound, including but not limited to age of structure, damage, or destruction of all or part of the Tower from any source, or factors relating to condition of the Tower; or

c. Licensee abandons the Antennae Facilities and licensed Property; or

d. City decides, in its sole and absolute discretion and for any reason whatever, to discontinue the use of the Tower, providing Licensee is given twelve (12) month prior written notice.

e The Tower is altered, damaged, or destroyed, pursuant to paragraph 18 of this License Agreement.

f. The Tower and/or Property is taken by eminent domain pursuant to paragraph 19 of this License Agreement.

16.2 **By Licensee**. This License Agreement may be terminated by the Licensee, without penalty to Licensee, under the following circumstances:

a. Licensee is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antennae Facilities or Licensee's business; or

b. City defaults in the performance of any material covenant or condition of this License Agreement and does not cure such default within thirty (30) days after written notice from Licensee specifying the default unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the City shall have such time as is reasonably necessary to remedy the default; or

c. Licensee determines it no longer requires the use of the Tower and Property for its purposes after twelve (12) months written notice to the City. Licensee shall be liable for all License Fees and other enumeration owed the City up to the expiration of the twelve (12) month notice period; or

d. The Tower is altered, damaged, or destroyed, pursuant to paragraph 18 of this License Agreement.

e. The location of the concrete equipment pad and utilities cabinet is cost prohibitive, pursuant to paragraph 8.1 of this License Agreement.

f. The Tower and/or Property is taken by eminent domain pursuant to paragraph 19 of this License Agreement.

16.3 Upon termination of this License Agreement, for any reason, the City, at its sole and absolute discretion, may require the Licensee to remove its equipment, personal property, and Antennae Facilities from the Tower and Property within thirty (30) days of written notice from the City to remove such items, and Licensee shall repair any damage to the Tower and Property caused by removal of its equipment, normal wear and tear excepted; all at Licensee's sole cost and expense. Any such property or facilities which are not removed within said thirty (30) day period, shall automatically become the property of the City and Licensee shall be fully liable to the City for

any costs incurred by the City to remove any equipment, personal property, and Antennae Facilities, not removed by Licensee.

16.4 Notice of termination pursuant to this paragraph shall be given in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All License Fees paid prior to said termination date shall be retained by the City. Upon such termination, this License Agreement shall become null and void and the parties shall have no further obligations to each other, unless otherwise provided by this License Agreement.

17. **Fitness for Use**. The City makes no warranties or representations as to the fitness of the Property or Tower for the uses intended by the Licensee, whatsoever. Furthermore, the City does not warrant or guarantee that the use or zoning of surrounding properties will not be of such a nature that could interfere with Licensee's use of the Tower and Property during the term of this License Agreement.

18. **Alteration, Damage, or Destruction**. If the Tower, or any portion thereof, is altered, destroyed, or damaged so as to materially hinder effective use of the Antennae Facilities through no fault or negligence of Licensee or City, Licensee or City may elect to terminate this License Agreement upon thirty (30) days written notice to the other party. In such event, Licensee shall promptly remove the Antennae Facilities from the Tower and Property. This License Agreement (and Licensee's obligation to pay the License Fee) shall terminate upon Licensee's fulfillment of the obligations set forth in the preceding sentence, at which termination Licensee shall be entitled to the reimbursement of any License Fees prepaid by Licensee. The City shall have no obligation to repair any damage to any portion of the Tower and Property.

19. **Condemnation**. In the event the Tower and/or the Property is taken by eminent domain, this License Agreement shall terminate as of the date title to the Tower and/or Property vests in the condemning authority. In the event a portion of the Property is taken by eminent domain, either party shall have the right to terminate this License Agreement as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Licensee shall not be entitled to any portion of the reward paid for the taking and the City shall receive the full amount of such award. Licensee hereby expressly waives any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the Tower and/or Property, shall belong to the City. Licensee shall have the right to claim and recover from the condemning authority, but not from the City, unless the City is the condemning authority, such compensation as may be separately awarded or recoverable by Licensee on account of any and all damage to Licensee's business and any costs or expenses incurred by Licensee in moving/removing its equipment, personal property, Antennae Facilities, and improvements.

20. **Indemnification**. City and Licensee each indemnify the other against, and hold the other harmless from any and all costs (including reasonable attorney's fees and expenses, through all appellate proceedings) and claims, actions, damages, obligations, liabilities and liens which arise

out of (a) the breach of this License Agreement by the indemnifying party; and (b) the use and/or occupancy of the Tower and Property by such indemnifying party. The indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from the negligence or intentional misconduct of the indemnified party and shall survive the termination of this License Agreement.

The indemnification provided shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the option of the indemnified party, of any and all claims of liability and all suits and actions of every name description that may be brought against the indemnified party or its employees or officers, which may result from the obligations performed by the indemnifying party pursuant to this License Agreement. In all events the indemnified party shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

21. **Insurance**. During the term of the License Agreement, the Licensee shall maintain in full force and effect, and at its sole cost and expense, the following types and limits of insurance:

21.1 Worker's Compensation insurance which meets applicable statutory requirements, and Employer's Liability insurance with limits of One Hundred Thousand Dollars ($100,000) for each accident.

21.2 Commercial General Liability insurance with limits of One Million Dollars ($1,000,000) as the combined single limit for each occurrence.

21.3 Automobile Liability insurance covering all owned, hired and non-owned vehicles in use by Licensee, its employees and agents, with personal protection insurance, if applicable, to comply with the provisions of state law, with limits of One Million Dollars ($1,000,000) as the combined single limit for each occurrence.

21.4 At the start of and during the period of any construction, builder risk insurance, or an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antennae Facilities. Upon completion of the installation of the Antennae Facilities, Licensee shall substitute for the foregoing insurance, insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antennae Facilities, at limits deemed appropriate to Licensee. The amount of insurance, at all times, shall be representative of the insurable values installed or constructed.

22. **Insurance Administration**.

22.1 **Occurrence Basis**. All policies shall be written on an occurrence and not a claims-made basis.

22.2 **Coverage Amounts**. The coverage amount set forth above may be met by

a combination of underlying and umbrella policies so long as, in combination, the limits equal or exceed those stated.

22.3 **Additional Insured**. All policies, except for property/builder's risk and worker's compensation policies, shall name the City as an additional insured, as the City's interests may appear from time to time. Each policy which is to be endorsed to add the City as an additional insured, shall contain Separation of Insureds wording as follows:

> "Except with respect to the Limits of Insurance and any rights or duties specifically assigned to the first Named Insured, this insurance applies separately to each insured against whom claim is made or "suit" is "brought".

22.4 **Evidence of Insurance**. Certificates of insurance for each insurance policy required to be obtained by the Licensee in compliance with this paragraph shall be filed and maintained with the City annually during the term of the License Agreement or filed more frequently at such time Licensee changes its insurance policies. Licensee shall immediately advise the City of any claim or litigation that may result in liability to the City.

22.5 **Cancellation of Policies of Insurance**. All insurance policies maintained pursuant to this License Agreement shall contain a thirty (30) day notice of cancellation in the event policies are canceled or non-renewed.

22.6 **Insurance Companies**. All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Florida, or surplus line carriers on the State of Florida Insurance Commissioner's approved list of companies qualified to do business in the State of Florida.

22.7 **Deductibles**. Licensee agrees to indemnify and save harmless the City from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this License Agreement.

22.8 **Contractors**. Licensee shall require that each and every one of its contractors, and their subcontractors, who perform work on the Tower and Property, carry, in full force and effect, worker's compensation, commercial general liability and automobile liability insurance coverages of the type which Licensee is required to obtain under the terms of paragraph 21 above, with appropriate limits of insurance.

23. **Hazardous Substance Indemnification**.

23.1 Licensee represents and warrants that its use of the Tower and Property will not generate any hazardous substance and that it will not, in violation of any applicable law or regulation, store or dispose on or near the Tower and Property nor transport to or near the Tower and Property,

any hazardous substance. Licensee further agrees to hold the City harmless from and indemnify it against any release by Licensee and its employees, agents, and contractors of any such hazardous substance and any damage, loss, or expense or liability resulting from such release, including all reasonable attorney's fees, costs, and penalties incurred as a result thereof, through all appellate proceedings, except any release caused by the negligence of the City's employees or duly authorized agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation, or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended, from time to time, and it shall be interpreted to include, but not be limited to, any substance which, after release into the environment, will, or may reasonably be anticipated to, cause sickness, death or disease.

23.2 City represents and warrants that its use of the Tower and Property will not generate any hazardous substance and that it will not, in violation of any applicable law or regulation, store or dispose on or near the Tower and Property nor transport to or near the Tower and Property, any hazardous substance. Licensee further agrees to hold the City harmless from and indemnify it against any release by City and its employees, agents, and contractors of any such hazardous substance and any damage, loss, or expense or liability resulting from such release, including all reasonable attorney's fees, costs, and penalties incurred as a result thereof, through all appellate proceedings, except any release caused by the negligence of the Licensee's employees or duly authorized agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation, or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended, from time to time, and it shall be interpreted to include, but not be limited to, any substance which, after release into the environment, will, or may reasonably be anticipated to, cause sickness, death or disease.

24. **Acceptance of Tower and Property**. Upon submitting the Site Plan pursuant to paragraph 8.1 of this Agreement, the Licensee accepts the Tower and Property in the condition existing as of the Commencement Date. The City makes no representation or warranty with respect to the condition of the Tower and Property and the City shall not be liable for any latent or patent defects in the Tower and Property.

25. **Notices**. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to the CITY, to: City Manager
City of Cocoa
603 Brevard Avenue

Cocoa, Florida 32922
Phone: 407-639-7551
Facsimile: 407-639-7575

With a copy to: Amari, Theriac & Eisenmenger, P.A.
ATTN: Richard S. Amari, Esq.
P.O. Box 1807
Cocoa, Florida 32923-1807
Phone: 407-639-1320
Facsimile: 407-639-6690

If to the Licensee, to:

American Portable Telecom, Inc.
Real Estate Department
P.O. Box 31793
Chicago, IL 60631-0793
(813) 663-1000

With a copy to: APT
5907 Hampton Oaks Pkwy.
Suite B
Tampa, Florida 33610
(813) 663-1000

Either party hereto may change the address at which it receives written notices by so notifying the other party hereto in writing.

26. **Assignment**. Licensee may not assign this License Agreement without the prior written consent of the City, provided, however, approval shall not be unreasonably withheld or delayed. Any assignee approved by the City shall be required to execute this License Agreement and assume the duties and obligations of Licensee arising under this License Agreement. Any assignment shall not be deemed a waiver of any provision of this License Agreement or a release of Licensee from performance by Licensee of its obligations hereunder. Nothing in this License Agreement shall preclude the City from licensing other space for communications equipment to any person or entity which may be in competition with Licensee or any other party.

27. **Miscellaneous**.

27.1 The City and Licensee represent that each, respectively, has full right, power and authority to execute this License Agreement.

27.2 This License Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of, or amendment to, this License Agreement must be in writing and executed by both parties.

27.3 This License Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any state action shall be Brevard County, Florida. Venue for any federal action shall be Orlando, Florida.

27.4 If any term of this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect.

27.5 City and Licensee each represent that they have not been represented by a real estate broker or other agent in this transaction. Each party shall indemnify and hold the other harmless from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.

27.6 The parties agree that they both have shared equally in drafting this License Agreement and no party should be favored or disfavored regarding the interpretation of this License Agreement in the event of a dispute between the parties.

27.7 Notwithstanding anything herein to the contrary, it is agreed by the City and the Licensee that under no circumstance shall the City be liable to the Licensee for any claim by the Licensee for any loss of revenue resulting from either the City's use, maintenance, and repair of the Tower, the City's or Licensee's termination of this License Agreement pursuant to paragraph 16.1 herein, or any act of God.

28. **No Joint Venture**. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29. **Attorney's Fees**. In the event of any litigation or arbitration arising out of this License Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and court costs incurred in such actions, through all appellate proceedings.

30. **Counterparts**. This License Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31. **Licensee's Due Care**. Licensee shall at all times exercise due care and shall install, operate, maintain, and repair the Antennae Facilities using commonly accepted methods and

devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public or damage to the Tower and Property. The Antennae Facilities shall be kept and maintained in a safe, suitable, substantial condition, and in good order and repair.

32. **Agreement not Recordable**. Neither this License Agreement nor any notice of it shall be recorded in any public records.

33. **Sovereign Immunity**. Nothing contained herein shall be deemed a waiver, by either party, of the City's right to sovereign immunity or other limitations imposed by Section 768.28, *Florida Statutes.*

34. **Waiver**. Failure of the one party to insist upon performance by the other party of any provision of this License Agreement within any time period shall not act as a waiver of the one party's right to later claim a failure to perform on the part of the other party.

35. **Right to Refuse Admission to Property and to Eject**. City reserves the right to refuse admission to the Property to any person not known by City or properly identified; to eject any person from the Property whose conduct may tend to be harmful to the safety and interests of the Property, any Licensee and the property thereon; to close any part of the Property during any riot or other commotion where person or property may be impaired.

THIS LICENSE AGREEMENT has been executed by the parties effective the day and year the last party hereto has executed this document.

WITNESS:

Print Name: BRADLY ROGER BETTIN, SR.

CITY OF COCOA, FLORIDA (CITY):

F. TERRY SEAWELL, City Manager

Date:_____

EXHIBIT "1"

LEGAL DESCRIPTION

Real property, situated in the City of Cocoa, Brevard County, Florida, legally described as follows:

Township 24 South, Range 36 East, Section 33

Dixon's Addition to Cocoa, Lot 36, including 15 feet of vacated alley between Lots 36 & 35, excluding road Right of Way.

WITNESSES

Kim Ragle

Print Name: Kim Ragle

Cheri L Schmelzer

Print Name: CHERI L SCHMELZER

R:\COCOA\AAG\AGREE\license agreement for wireless antennae - final draft.wpd

APT TAMPA/ORLANDO, INC. (LICENSEE):

By: T R McDowell

Print Name/Title: TERRY R. McDOWELL
DIRECTOR - ENGINEERING & OPERATIONS

Date: 8-4-97

Site ID: A2C0020A
Site Address: 3XX Peachtree Street, Cocoa, FL 32922

FIRST AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER
(Terms and Conditions)

THIS FIRST AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER ("**First Amendment**") is entered into effective as of August 26, 2010 ("**Effective Date**"), by and between **City of Cocoa**, a Florida municipal corporation, previously referred to as the City of Cocoa, Florida, a Florida Municipal Corporation (together with its successors and assigns, hereinafter "City" shall be referred to as "**Licensor**"), and **T-Mobile South LLC**, a Delaware limited liability company, as successor in interest to APT Tampa/Orlando, Inc., a Delaware corporation (together with its successors and assigns, "**Licensee**").

RECITALS

WHEREAS, Licensor and Licensee (or their predecessors in interest) entered into that certain License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 11, 1997, as amended (the "**License Agreement**"), whereby Licensor leased to Licensee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the License Agreement (hereinafter "Tower" will be referred to as collectively, the "**Premises**"), that are a portion of the property located at **3XX Peachtree Street, Cocoa, FL 32922** (the "**Property**");

WHEREAS, Licensee desires a reduction in its rent obligations under the License Agreement and Licensor is willing to reduce Licensee's rent obligations under the License Agreement, provided Licensee commits to pay rent to Licensor for the Rent Lock-In Period (defined below);

WHEREAS, Licensor and Licensee desire to add additional renewal terms to the License Agreement; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the License Agreement to accomplish the foregoing on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. **Term**. The current term (whether such term is the initial term, a renewal term, a modified term or other) is amended such that, commencing on July 1, 2012 (the "**Extension Date**"), such current term shall continue for five (5) years, expiring on June 30, 2017 (the "**Modified Term**"), and rent for any partial month or partial year of the current term prior to the Extension Date shall be prorated.

2. **Renewal Terms**. Upon the expiration of the Modified Term, and notwithstanding anything to the contrary in the License Agreement, Licensee shall have the right to renew the License Agreement for up to two (2) additional and successive five (5) year periods (each a "**Renewal Term**"). Each Renewal Term shall automatically commence, on the same terms and conditions of the License Agreement, without further action by Licensee, unless Licensee provides Licensor with written notice of its intention not to renew at least thirty (30) days prior to the expiration of the Modified Term or of any Renewal Term.

3. **Modification of Rent**. Commencing on the Extension Date, the rent payable under the License Agreement during the Modified Term and any and all Renewal Terms (hereinafter "License Fee" will be referred to as "**Rent**") shall be made in the amounts and frequency as designated on **Schedule I** attached hereto and incorporated by reference herein ("**Rent Payment Schedule/Renewal Terms**").

4. **Rent Lock-In Period.** Licensee hereby agrees that Licensee will be obligated to pay the Rent due hereunder for the five (5) year (period immediately following the Extension Date (the "**Rent Lock-in Period**"), and such obligation will not be subject to offset or abatement by Licensee, or adversely impacted by termination of the License Agreement by Licensee except in the event of a termination by Licensee as permitted under this section. Notwithstanding the foregoing, or any term or condition to the contrary in this License Agreement, Licensee shall have the right during the Rent Lock-In Period to immediately terminate the License Agreement upon written notice, if Licensee's rights to occupy or use the Premises for Licensee's intended telecommunications purposes are impaired at any time due to: (a) any bankruptcy or insolvency proceeding involving Licensor or any affiliate of Licensor; (b) any uncured default, gross negligence or willful misconduct of Licensor; (c) any casualty damage; (d) any taking or condemnation under the power of eminent domain; (e) any tax sale, foreclosure or other proceeding; or (f) any material interference to Licensee's use of the Premises which remains unresolved after ten (10) days written notice from Licensee to Licensor. In the event of any such termination, except for obligations that survive termination under this License Agreement, Licensee shall have no further duty or obligation under this License Agreement, including, without limitation, any obligation to pay any Rent that would otherwise have been due for the remainder of the Rent Lock-In Period following the date of termination. Without limiting any other termination right of Licensee, at any time after the Rent Lock-in Period, Licensee may, at any time and for any reason, terminate this License Agreement upon thirty (30) days written notice to Licensor.

5. **Notices**. All notices, requests, demands and communications under the License Agreement, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LICENSOR:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, FL 32922

LICENSEE:

T-Mobile South LLC
7668 Warren Parkway
Frisco, TX 75034
Attn: Lease Administrator

With a copy to:

Attn: Legal Department

With a copy to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Administrator

And with a copy to:

Attn: Legal Department

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

6. **Licensor Required Consents**. Licensor represents and warrants that Licensor has obtained all required consents in connection with entering into this First Amendment (including, without limitation, all master landlord, lender and secured party consents, if applicable).

7. **Other Terms and Conditions Remain**. In the event of any inconsistencies between the License Agreement and this First Amendment, the terms of this First Amendment shall govern and control. Except as expressly set forth in this First Amendment, the License Agreement otherwise is unmodified and remains in full force and effect. This First Amendment may be executed in multiple counterparts.

8. **Miscellaneous**. Licensor acknowledges that: (a) Licensor has read and understands this First Amendment and the underlying License Agreement and was free to consult with counsel of its choosing regarding reviewing and Licensor's decision to enter into, this First Amendment; and (b) Licensor has been advised and is informed that should Licensor not enter into this First Amendment, the underlying License Agreement between Licensor and Licensee, including any termination or non-renewal provisions therein, will remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this First Amendment effective as of the date set forth above.

Signed, sealed and delivered in the presence of:

Sign Joan Clark 10/26/2010

Print Name Joan Clark, MMC
City Clerk

Sign Carie Shealy

Print Name Carie Shealy, CMC
Asst. City Clerk

LICENSOR:

City of Cocoa,
a Florida municipal corporation

By: Michael C. Blake

Print Name: Michael C. Blake

Title: Mayor

Signed, sealed and delivered in the presence of:

Sign Ann Brooks

Print Name Ann Brooks

Sign Dana Hall

Print Name Dana Hall

LICENSEE:

T-Mobile South LLC,
a Delaware limited liability company

By: JLedet

Print Name: Jared Ledet

Title: Director-Regional Development South Region

SCHEDULE I

Rent Payment Schedule/Renewal Terms

Renewal Terms

Term	Start Date	End Date
1	7/1/2017	6/30/2022
2	7/1/2022	6/30/2027

Rent Schedule (Payable by T-Mobile)

Period Begin	Period End	Payment Interval	# of Pmts	Pro Days	Pro Amount	Rent Payable
7/1/2012	6/30/2017	Quarterly	20			$5,500.00
7/1/2017	6/30/2022	Quarterly	20			$6,050.00
7/1/2022	6/30/2027	Quarterly	20			$6,655.00

BROWN, GARGANESE, WEISS & D'AGRESTA, P.A.
Attorneys at Law

111 N. Orange Ave., Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873
Phone (407) 425-9566
Fax (407) 425-9596

November 24, 2010

Via U.S. Mail

Joan Clark, City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower between T-Mobile South, LLC and the City of Cocoa (Cocoa Village Watertank) - A2C0020A

Dear Joan:

Enclosed for your safekeeping is an original fully-executed First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower (Cocoa Village Watertank).

Please give me a call if you have any questions.

Sincerely,

Jamie E. Lightfoot

:jl
enclosure

Office of the City Clerk

Joan Clark, MMC
65 Stone Street
Cocoa, Florida 32922

(321) 433-8488 – phone
(321) 433-8455 - facsimile

October 27, 2010

Anthony Garganese, Esquire
Brown, Garganese, Weiss & D'Agresta
111 N. Orange Avenue, Suite 2000
P.O. Box 2873
Orlando FL 32802-2873

Re: First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower – City of Cocoa and T-Mobile South, LLC

Dear Anthony:

Per your request, I have enclosed documents relating to the above referenced amendment as approved and executed by the City of Cocoa on October 26, 2010.

Please return one amendment to my office following execution by T-Mobile South. Your assistance is appreciated.

If you have any questions or require additional information, please feel free to call.

Sincerely,

Joan Clark, MMC
City Clerk
City of Cocoa

Site ID: A2C0020A
Site Address: 3XX Peachtree Street, Cocoa, FL 32922

FIRST AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER
(Terms and Conditions)

THIS FIRST AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER ("**First Amendment**") is entered into effective as of August 26, 2010 ("**Effective Date**"), by and between **City of Cocoa**, a Florida municipal corporation, previously referred to as the City of Cocoa, Florida, a Florida Municipal Corporation (together with its successors and assigns, hereinafter "City" shall be referred to as "**Licensor**"), and **T-Mobile South LLC**, a Delaware limited liability company, as successor in interest to APT Tampa/Orlando, Inc., a Delaware corporation (together with its successors and assigns, "**Licensee**").

RECITALS

WHEREAS, Licensor and Licensee (or their predecessors in interest) entered into that certain License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 11, 1997, as amended (the "**License Agreement**"), whereby Licensor leased to Licensee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the License Agreement (hereinafter "Tower" will be referred to as collectively, the "**Premises**"), that are a portion of the property located at **3XX Peachtree Street, Cocoa, FL 32922** (the "**Property**");

WHEREAS, Licensee desires a reduction in its rent obligations under the License Agreement and Licensor is willing to reduce Licensee's rent obligations under the License Agreement, provided Licensee commits to pay rent to Licensor for the Rent Lock-In Period (defined below);

WHEREAS, Licensor and Licensee desire to add additional renewal terms to the License Agreement; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the License Agreement to accomplish the foregoing on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. **Term**. The current term (whether such term is the initial term, a renewal term, a modified term or other) is amended such that, commencing on July 1, 2012 (the "**Extension Date**"), such current term shall continue for five (5) years, expiring on June 30, 2017 (the "**Modified Term**"), and rent for any partial month or partial year of the current term prior to the Extension Date shall be prorated.

2. **Renewal Terms**. Upon the expiration of the Modified Term, and notwithstanding anything to the contrary in the License Agreement, Licensee shall have the right to renew the License Agreement for up to two (2) additional and successive five (5) year periods (each a "**Renewal Term**"). Each Renewal Term shall automatically commence, on the same terms and conditions of the License Agreement, without further action by Licensee, unless Licensee provides Licensor with written notice of its intention not to renew at least thirty (30) days prior to the expiration of the Modified Term or of any Renewal Term.

3. **Modification of Rent**. Commencing on the Extension Date, the rent payable under the License Agreement during the Modified Term and any and all Renewal Terms (hereinafter "License Fee" will be referred to as "**Rent**") shall be made in the amounts and frequency as designated on **Schedule 1** attached hereto and incorporated by reference herein ("**Rent Payment Schedule/Renewal Terms**").

4. **Rent Lock-In Period.** Licensee hereby agrees that Licensee will be obligated to pay the Rent due hereunder for the five (5) year (period immediately following the Extension Date (the "**Rent Lock-in Period**"), and such obligation will not be subject to offset or abatement by Licensee, or adversely impacted by termination of the License Agreement by Licensee except in the event of a termination by Licensee as permitted under this section. Notwithstanding the foregoing, or any term or condition to the contrary in this License Agreement, Licensee shall have the right during the Rent Lock-In Period to immediately terminate the License Agreement upon written notice, if Licensee's rights to occupy or use the Premises for Licensee's intended telecommunications purposes are impaired at any time due to: (a) any bankruptcy or insolvency proceeding involving Licensor or any affiliate of Licensor; (b) any uncured default, gross negligence or willful misconduct of Licensor; (c) any casualty damage; (d) any taking or condemnation under the power of eminent domain; (e) any tax sale, foreclosure or other proceeding; or (f) any material interference to Licensee's use of the Premises which remains unresolved after ten (10) days written notice from Licensee to Licensor. In the event of any such termination, except for obligations that survive termination under this License Agreement, Licensee shall have no further duty or obligation under this License Agreement, including, without limitation, any obligation to pay any Rent that would otherwise have been due for the remainder of the Rent Lock-In Period following the date of termination. Without limiting any other termination right of Licensee, at any time after the Rent Lock-in Period, Licensee may, at any time and for any reason, terminate this License Agreement upon thirty (30) days written notice to Licensor.

5. **Notices**. All notices, requests, demands and communications under the License Agreement, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LICENSOR:

City of Cocoa
Attn: City Manager
603 Brevard Avenue
Cocoa, FL 32922

LICENSEE:

T-Mobile South LLC
7668 Warren Parkway
Frisco, TX 75034
Attn: Lease Administrator

With a copy to:

Attn: Legal Department

With a copy to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Administrator

And with a copy to:

Attn: Legal Department

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

6. **Licensor Required Consents**. Licensor represents and warrants that Licensor has obtained all required consents in connection with entering into this First Amendment (including, without limitation, all master landlord, lender and secured party consents, if applicable).

7. **Other Terms and Conditions Remain**. In the event of any inconsistencies between the License Agreement and this First Amendment, the terms of this First Amendment shall govern and control. Except as expressly set forth in this First Amendment, the License Agreement otherwise is unmodified and remains in full force and effect. This First Amendment may be executed in multiple counterparts.

8. **Miscellaneous**. Licensor acknowledges that: (a) Licensor has read and understands this First Amendment and the underlying License Agreement and was free to consult with counsel of its choosing regarding reviewing and Licensor's decision to enter into, this First Amendment; and (b) Licensor has been advised and is informed that should Licensor not enter into this First Amendment, the underlying License Agreement between Licensor and Licensee, including any termination or non-renewal provisions therein, will remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this First Amendment effective as of the date set forth above.

Signed, sealed and delivered in the presence of:

Sign Joan Clark 10/22/2010

Print Name Joan Clark, MMC
City Clerk

Sign Carie Shealy

Print Name Carie Shealy, CMC
Asst. City Clerk

LICENSOR:

City of Cocoa,
a Florida municipal corporation

By: Michael C. Blake

Print Name: Michael C. Blake

Title: Mayor

Signed, sealed and delivered in the presence of:

Sign _____

Print Name _____

Sign _____

Print Name _____

LICENSEE:

T-Mobile South LLC,
a Delaware limited liability company

By: _____

Print Name: Jared Ledet

Title: Director-Regional Development South Region

SCHEDULE I

Rent Payment Schedule/Renewal Terms

Renewal Terms

Term	Start Date	End Date
1	7/1/2017	6/30/2022
2	7/1/2022	6/30/2027

Rent Schedule (Payable by T-Mobile)

Period Begin	Period End	Payment Interval	# of Pmts	Pro Days	Pro Amount	Rent Payable
7/1/2012	6/30/2017	Quarterly	20			$5,500.00
7/1/2017	6/30/2022	Quarterly	20			$6,050.00
7/1/2022	6/30/2027	Quarterly	20			$6,655.00

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
City of Cocoa

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
~~603 Brevard Avenue~~ 65 Stone Street

Requester's name and address (optional)

City, state, and ZIP code
Cocoa, FL 32922

List account number(s) here (optional)
A2C0020A

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
59 : 000292

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** Michael C. Blake | **Date ▶** October 26, 2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Site #: A2C0020A
Market: Orlando

SECOND AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER

THIS SECOND AMENDMENT to License Agreement for Wireless Communication Antenna on Existing Water Tower ("Second Amendment") is made and entered into by and between City of Cocoa, a Florida municipal corporation ("Licensor"), and T-Mobile South LLC, a Delaware limited liability company ("Licensee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Licensor and Licensee (or as applicable, their respective predecessors in interest) entered into a License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 11, 1997, amended by that certain First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 26, 2010 and further amended by that certain Addendum to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 8, 2014 (collectively, the "License Agreement"), with respect to Premises located at 318 Peachtree Street, Cocoa, FL 32922.

B. Licensor and Licensee desire to enter into this Second Amendment in order to modify and amend certain provisions of the License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. Effective on the date that Licensee begins installation of the equipment as specified on the attached Exhibit "2-A", which date Licensee shall notify Licensor in writing, (a) Licensee will have the right to modify its Antenna Facilities as described and depicted on Exhibit "2-A", which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approves of the modifications described and depicted on Exhibit "2-A" in all respects, and (b) the Rent that Licensee pays Licensor will be increased by Six Hundred Dollars ($600.00) per month.

2. The terms and conditions of the License Agreement are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the License Agreement. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter or amend the remaining terms of the License Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the License Agreement and this Second Amendment, the terms and conditions of this Second Amendment will govern and control.

4. Licensor represents and warrants to Licensee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Second Amendment, or if any such third party consent or approval is required, Licensor has obtained any and all such consents or approvals.

SIGNATURES NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the date of execution by the last party to sign.

LICENSOR: City of Cocoa,
a Florida municipal corporation

By: _____
Name: Henry U. Parrish III
Title: Mayor
Date: 12/13/2016

Witnesses:

_____
Print Name: CARIE SHEALY

_____
Print Name: Angelam Ferguson

LICENSEE: T-Mobile South LLC,
a Delaware limited liability company

By: _____
Name: Jess Louk
Title: Director, Network Engineering & Ops.
Date: 11/6/16

Witnesses:

_____
Print Name: Peter Snow

_____
Print Name: Lindsey Maldonado

Exhibit "2-A"

T-Mobile

5901 BENJAMIN CENTER DR., SUITE 110 A-B
TAMPA, FL 33634

A2C0020A/COCOA VILLAGE WATER TANK

CANDIDATE ADDRESS:
318 PEACHTREE STREET
COCOA, FL 32922
L1900 PROJECT

JURISDICTION: CITY OF COCOA

LANDLORD APPROVAL:

LANDLORD OR LANDLORD REPRESENTATIVE _____ DATE _____

GENERAL NOTES

1. ALL REFERENCES TO OWNER HEREIN SHALL BE CONSTRUED TO MEAN T-MOBILE SOUTH LLC OR IT'S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE AND/OR COUNTY IN WHICH IT IS TO BE PERFORMED.
3. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
4. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
5. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF WHATEVER TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
6. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND THE TESTING AGENCY PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES.
7. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE LOCAL BUILDING CODE.
10. ALL PROPOSED CELLULAR EQUIPMENT AND FIXTURES SHALL BE FURNISHED BY OWNER FOR INSTALLATION BY THE CONTRACTOR, UNLESS SPECIFICALLY NOTED OTHERWISE HEREIN.
11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
12. RADIO EQUIPMENT INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
13. CONSTRUCTION SITE SHALL BE CLEANED OF DEBRIS AT THE END OF EACH WORK DAY.

STRUCTURAL NOTES

1. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE A.I.S.C. SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS- ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE A.I.S.C. CODE OF STANDARD PRACTICE.
2. STRUCTURAL STEEL: PLATES AND SHAPES SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRADE B. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
3. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D.1.1/D1.1M2015 STRUCTURAL WELDING CODE. STEEL WELD ELECTRODES SHALL BE E70XX.
4. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL.
5. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND INFORM OWNER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
6. ALL CAST IN PLACE CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF ACI 318 AND ACI 301, AND SHALL AVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI (U.O.N.). CONCRETE SHALL BE PLACED AGAINST UNDISTURBED SOIL UNLESS OTHERWISE NOTED. MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
7. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60, DEFORMED BILLET STEEL BARS. WELDED WIRE FABRIC REINFORCING SHALL CONFORM TO ASTM A185.
8. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE LATEST A.I.S.C. SPECIFICATIONS.
9. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS.
10. HOT-DIP GALVANIZE ITEMS SPECIFIED TO BE ZINC-COATED, AND SHALL CONFORM TO ASTM 123, A153 AND A163 AS APPLICABLE.
11. REPAIR DAMAGED HOT-DIPPED GALVANIZED COATINGS AS A RESULT OF WELDING OR CUTTING (FLAME) OR EXCESSIVELY ROUGH HANDLING DURING SHIPMENT OR ERECTION SHALL CONFORM TO ASTM A780. IF APPLYING STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING, CLEAN AREAS TO BE REPAIRED AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS. WITH STICK OR PASTE, SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL.
12. CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S INSTRUCTIONS/ ECIFICATIONS IF NO INFORMATION IS CONTAINED IN THESE PLANS OR IF THE MANUFACTURER'S SPECIFICATIONS ARE STRICTER.

SHEET INDEX

DRAWING SHEET NO:	TITLE	REV
T-1	TITLE SHEET	0
C-1	SITE PLAN	0
C-2	ELEVATION VIEW	0
C-3	92A_SECTOR CONFIGURATION	0
C-3A	DETAILS	0
C-4	ANTENNA PLUMBING DIAGRAM	0
C-6	RFDS SHEET (1 OF 2)	0
C-5A	RFDS SHEET (2 OF 2)	0

T-MOBILE SCOPE OF WORK

1. CONTRACTOR WILL PRE-TAPE ALL CONNECTORS WITH 3/4 " TAPE IMMEDIATELY UPON INSTALLATION.
2. CONTRACTOR WILL SET ANTENNA AZIMUTH USING AN LIGNMENT DEVICE ACCURATE TO 0.1°.
3. CONTRACTOR WILL PROVIDE 48 HOURS NOTICE TO SCHEDULE THE SWEEP AND QA TEAM.
4. CONTRACTOR WILL PROVIDE A COMPETENT CREW ON SITE DURING THE SWEEP AND QA.
5. SWEEP AND QA TEAMS WILL ONLY TEST AND INSPECT. THE CONTRACTOR WILL DO ANY AND ALL REPAIRS/REPLACEMENT.
6. SWEEP AND QA TEAM WILL PROVIDE WRITTEN DOCUMENTATION TO THE CONTRACTOR OF ANY DISCREPANCIES AT THE TIME OF INSPECTION.
7. CONTRACTOR WILL WEATHERPROOF ALL CONNECTORS WITH 3/4 " TAPE, BUTYL AND A FINAL LAYER OF 2" TAPE UPON COMPLETION AND ACCEPTANCE OF THE SWEEP.
8. THE GENERAL CONTRACTOR AND HIS SUBCONSULTANTS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK.
9. ALL CONNECTIONS ARE TO BE WEATHERPROOFED.
10. EXISTING GROUND ON TOWER TO BE USED TO GROUND NEW EQUIPMENT INSTALLED. MATCH EXISTING GROUND CONDUCTOR WITH ANY NEW COMPONENTS.

CODES STATEMENT

THE CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE AUTHORITY HAVING JURISDICTION IN THE REGION WHERE THE WORK IS TO BE PERFORMED. THE CURRENT EDITION OF THE CODES AND STANDARDS IN EFFECT ON THE DATE OF AWARD OF CONTRACT SHALL GOVERN THE DESIGN PARAMETERS.

BUILDING CODE: FLORIDA BUILDING CODE (FBC) 2014 EDITION.

ELECTRICAL CODE: NATIONAL ELECTRICAL CODE, 2011 EDITION.

MECHANICAL CODE: FBC MECHANICAL CODE, 2010 EDITION.

FIRE CODE: 2006 FLORIDA FIRE PREVENTION CODE.

LIGHTNING PROTECTION CODE: NFPA 780 2011 EDITION.

THE CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318-08: BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE. AMERICAN INSTITUTE OF STEEL CONSTRUCTION, LRFD 13TH EDITION. TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G: STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES: TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR ELECTRONIC EQUIPMENT.

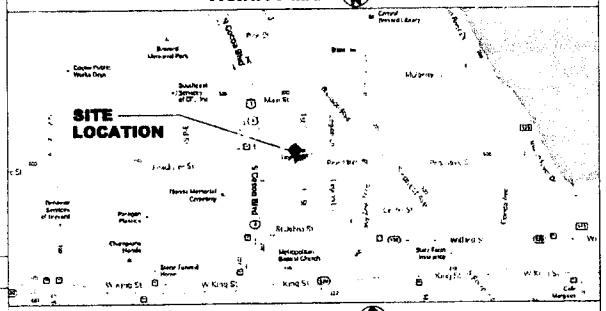
IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY C3 AND HIGH SYSTEM EXPOSURE.

TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS, TELCORDIA GR-1503,COAXIAL CONNECTIONS, ANSI T1-311, FOR TELECOM DC POWER SYSTEMS AND TELECOM ENVIRONMENTAL PROTECTION.

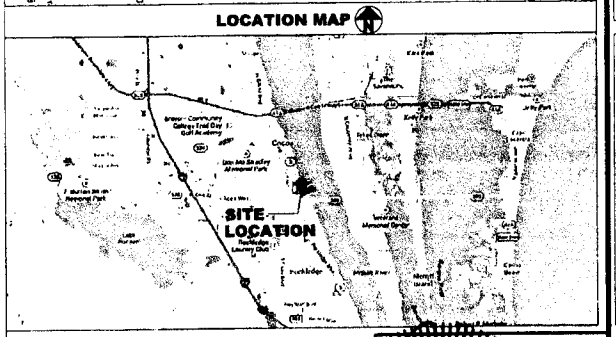
DRIVING DIRECTIONS

FROM INTERSTATE 95 IN COCOA:
TAKE EXIT 201 TOWARD COCOA BEACH 0.3 MI, MERGE ONTO FL-520 E/STE 520 E/STATE 520 E/STATE ROUTE 520 E/W KING ST 3.8 MI
TURN LEFT ONTO S COCOA BLVD 0.1 MI, TAKE THE 2ND RIGHT ONTO PEACHTREE ST
DESTINATION WILL BE ON THE LEFT 340 FT

VICINITY MAP



LOCATION MAP



DESIGN CRITERIA

DESIGN WIND SPEED:
150 MPH ULTIMATE (3-SECOND GUST)
116 MPH NOMINAL (3-SECOND GUST)

INFORMATION FOR DESIGN CRITERIA TAKEN FROM A STRUCTURAL REPORT BY KCI TECHNOLOGIES INC., DATED MAY 26, 2016.

IMPORTANCE FACTOR: 1.0
EXPOSURE CATEGORY: C
RISK FACTOR: II

IN ACCORDANCE WITH FLORIDA BUILDING CODE 2014 (5TH EDITION)

PROJECT TEAM

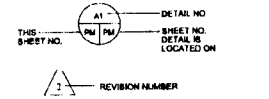
ENGINEER
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DR
SUITE 120
TAMPA, FLORIDA 33610

ENGINEER:
JAMES T. FENNELL, P.E.
FL LICENSE NO. 63808

PROJECT MANAGER:
SAM ARBUTHNOT

T-MOBILE
CAROLE BRADLEY
813-348-2502 5801
BENJAMIN CENTER DRIVE,
SUITE 110 A-B TAMPA,
FLORIDA 33634

SYMBOLS



PROJECT DATA

PARCEL NUMBER: 24-36-33-01-00000.0-0034.00
TAX ID: 2425659
OWNER: CITY OF COCOA
LATITUDE: 28°21'28.93"
LONGITUDE: 80°43'55.79"
JURISDICTION: CITY OF COCOA
CLASSIFICATION: C-C

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS

NO	DATE		BY
A	05/26/16	90% SUBMITTAL	TS
B	07/14/16	100% SUBMITTAL	TS

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTHNOT
APPROVED BY: J. FENNELL

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COCOA, FL 32922

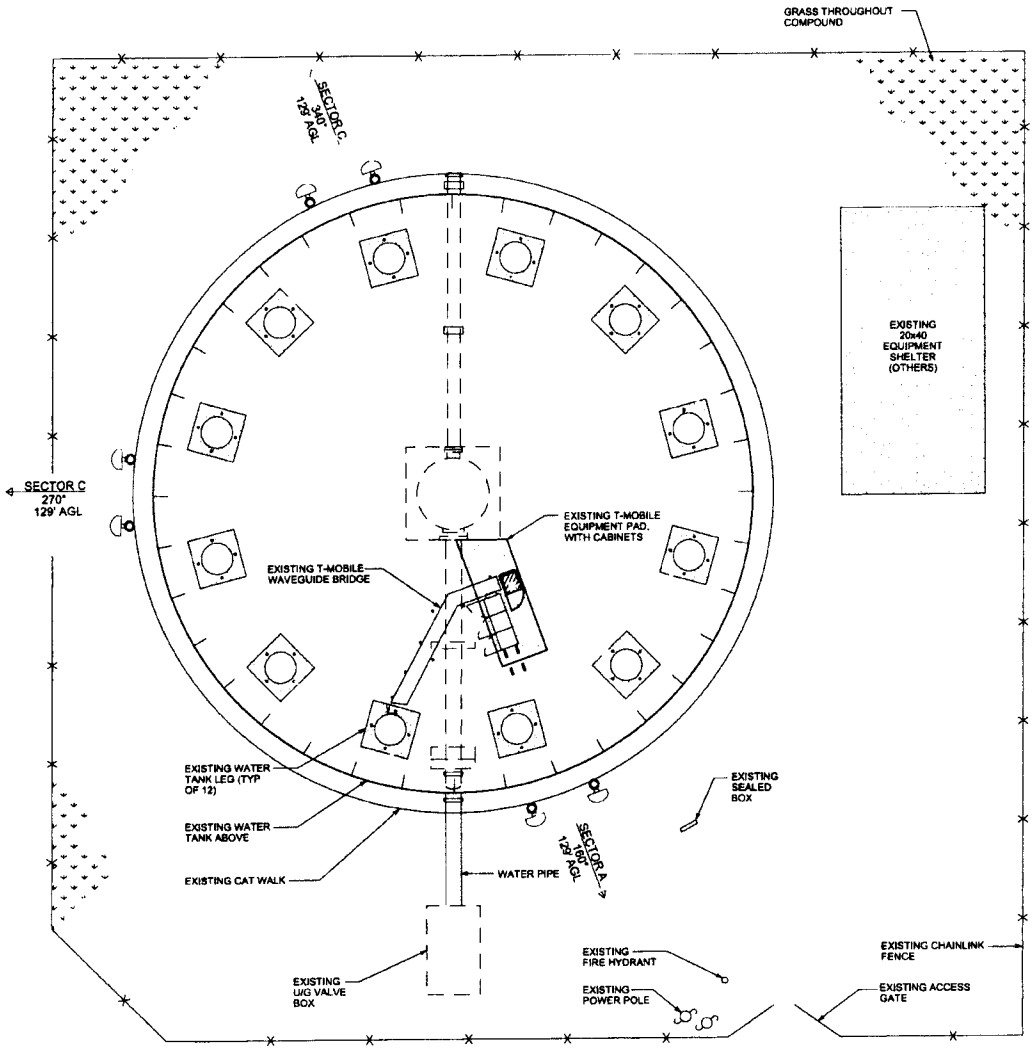
ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO 63808

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SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER # 8816002864.7

SHEET TITLE
TITLE SHEET

SHEET
T-1



NOTE:

COMPOUND LAYOUT TAKEN FROM INFORMATION AS PROVIDED BY T-MOBILE.

SITE PLAN
NOT TO SCALE

N

REVISIONS

NO	DATE		BY
A	05/20/16	90% SUBMITTAL	TS
B	07/13/16	100% SUBMITTAL	TS
1			
2			

DRAWN BY: T. SMALL
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APPROVED BY: J. FENNELL

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ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

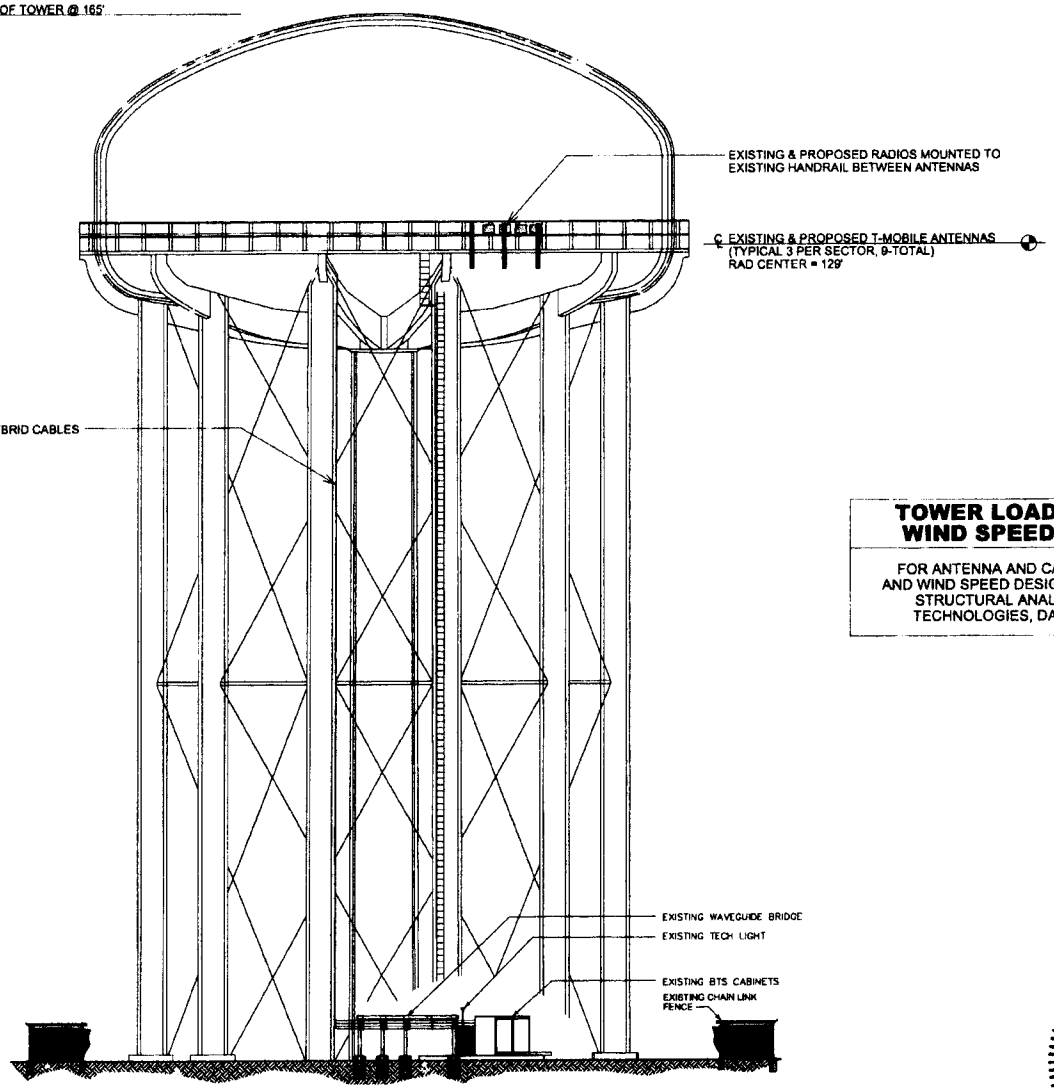
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SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: 081900266A7

SHEET TITLE
SITE PLAN

SHEET
C-1

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER



TOWER ELEVATION
NOT TO SCALE

TOWER LOADING AND WIND SPEED DESIGN

FOR ANTENNA AND CABLE LOADING AND WIND SPEED DESIGN CRITERIA, SEE STRUCTURAL ANALYSIS BY KCI TECHNOLOGIES, DATED 5/26/16.

NOTES:
1. ELEVATION SHOWN FOR REFERENCE ONLY. DO NOT USE FOR DIMENSIONING.

2. SOME EXISTING EQUIPMENT NOT SHOWN FOR CLARITY.

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS

NO	DATE		BY
4	05/20/16	90% SUBMITTAL	TS
5	07/12/16	100% SUBMITTAL	TS

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTHNOT
APPROVED BY: J. FENNELL

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COCOA VILLAGE-WATER TANK
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COCOA, FL 32922

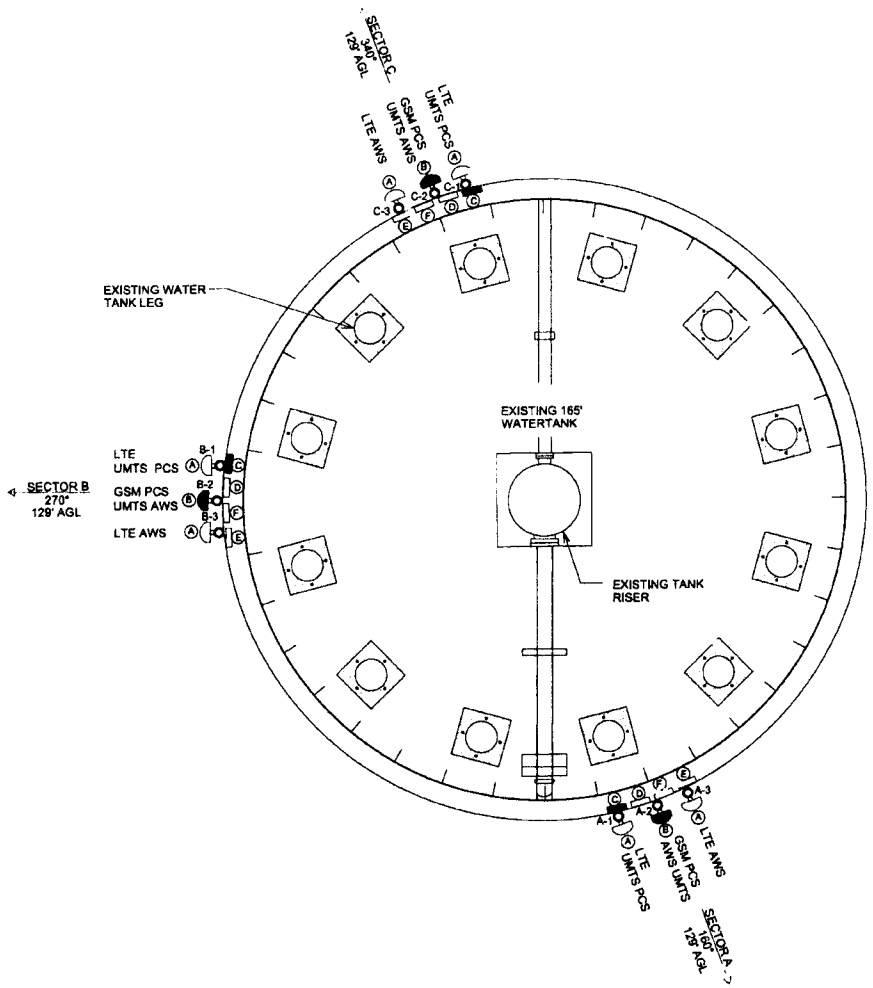
ENGINEER:
JAMES T. FENNELL, PE
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SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: 58160026SA7

SHEET TITLE
ELEVATION VIEW

SHEET
C-2



	EXISTING EQUIPMENT TO REMAIN	PROPOSED EQUIPMENT INVENTORY
ANTENNAS	(6)–TMBXX-6517-A2M (TO BE REUSED)	(3)–TMBX-6517-A2M
COAXIAL CABLE	(3)–1.24" HCS HYBRID CABLE (TO BE REUSED)	
RADIOS	(3)– FRIG (3)– FXFB	(3)–FHFB
DISTRIBUTION BOX	(3) COVP	

ALL PROPOSED EQUIPMENT IS LOW VOLTAGE, DC POWER.

NOTES:

JUMPER LENGTHS NOT TO EXCEED 15' FROM TOWER MOUNTED RADIO UNITS TO ANTENNAS.

FINAL MOUNTING LOCATIONS FOR PROPOSED EQUIPMENT TO BE DETERMINED IN FIELD.

PAINTING NOTE:
ALL PROPOSED ANTENNAS AND APPURTENANCES TO BE PAINTED TO MATCH WATER TANK

A	TMBXX-6517-A2M	(ANTENNA)
B	TMBX-6517-A2M	(ANTENNA)
C	FHFB	(RADIO)
D	FXFB	(RADIO)
E	FRIG	(RADIO)
F	COVP	(DIST.BOX)

DETAIL KEY

GENERAL NOTE:

WHITE SHADED ANTENNAS & APPURTENANCES TO BE REUSED. BLACK SHADED ANTENNAS AND APPURTENANCES ARE NEW. LEAVING (9) TOTAL ANTENNAS & (9) RRUs AT THE RAD CENTER BEING MODIFIED.

ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY T-MOBILE. REFER TO ANTENNA PLUMBING DIAGRAM AND RADIO FREQUENCY DATA SHEET ON SHEETS C-4,C-5 AND C-5A RESPECTIVELY.

92A_SECTOR CONFIGURATION DETAIL
NOT TO SCALE

JAMES T. PENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE		BY
A	05/20/16	90% SUBMITTAL	TS
B	07/12/16	100% SUBMITTAL	TS

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTHNOTT
APPROVED BY: J. PENNELL

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316 PEACHTREE STREET
COCOA, FL 32922

ENGINEER:
JAMES T. PENNELL, PE
FL LICENSE NO. 63808

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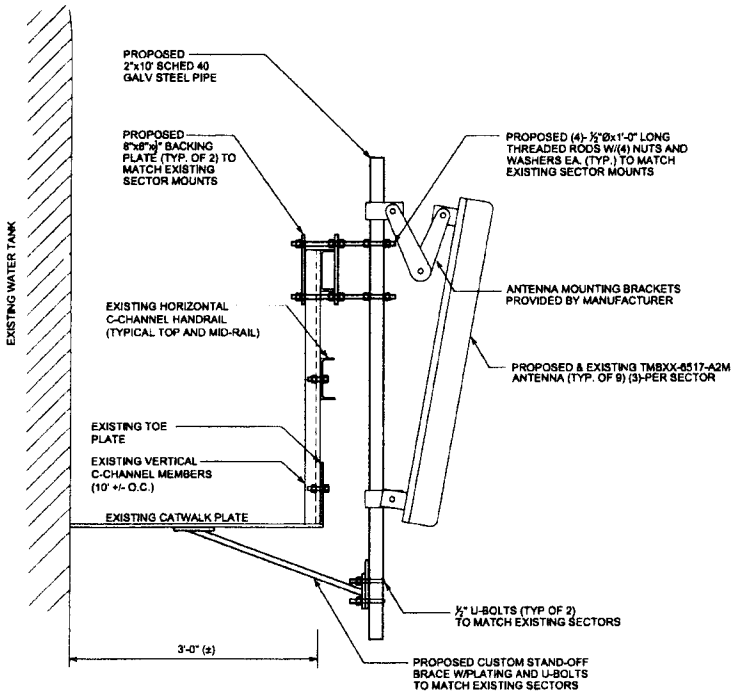
SCALE: AS NOTED

DATE: 05/20/16

JOB NUMBER: 881860264A7

SHEET TITLE
92A_SECTOR CONFIGURATION

SHEET
C-3

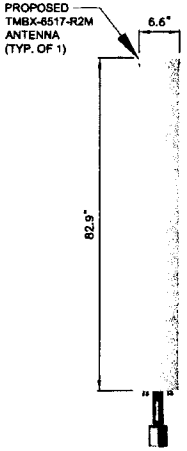


ANTENNA MOUNT DETAIL (TYPICAL)
NOT TO SCALE



RRU DETAIL (FHFB)
NOT TO SCALE

HEIGHT: W/LOWER BRACKET=34.3"
W/O LOWER BRACKET=25.1"
W/O BRACKETS=23.0"
DEPTH=7.8"
WIDTH=12.6"
WEIGHT=51.0 LBS



ANTENNA DETAIL
NOT TO SCALE
(WEIGHT=15.4 LBS)

NOTE:

ALL ANTENNAS AND APPURTENANCES TO BE MOUNTED PER MANUFACTURER'S RECOMMENDATIONS. PLEASE REFER TO PRODUCT SPECIFICATION SHEETS.

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER 2016

REVISIONS

NO	DATE		BY
A	03/29/16	95% SUBMITTAL	TS
0	05/20/16	100% SUBMITTAL	TS
1			
2			

DRAWN BY: T. SMALL
CHECKED BY: S. ABBUTHNOT
APPROVED BY: J. FENNELL

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ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

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SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: 68160026A7

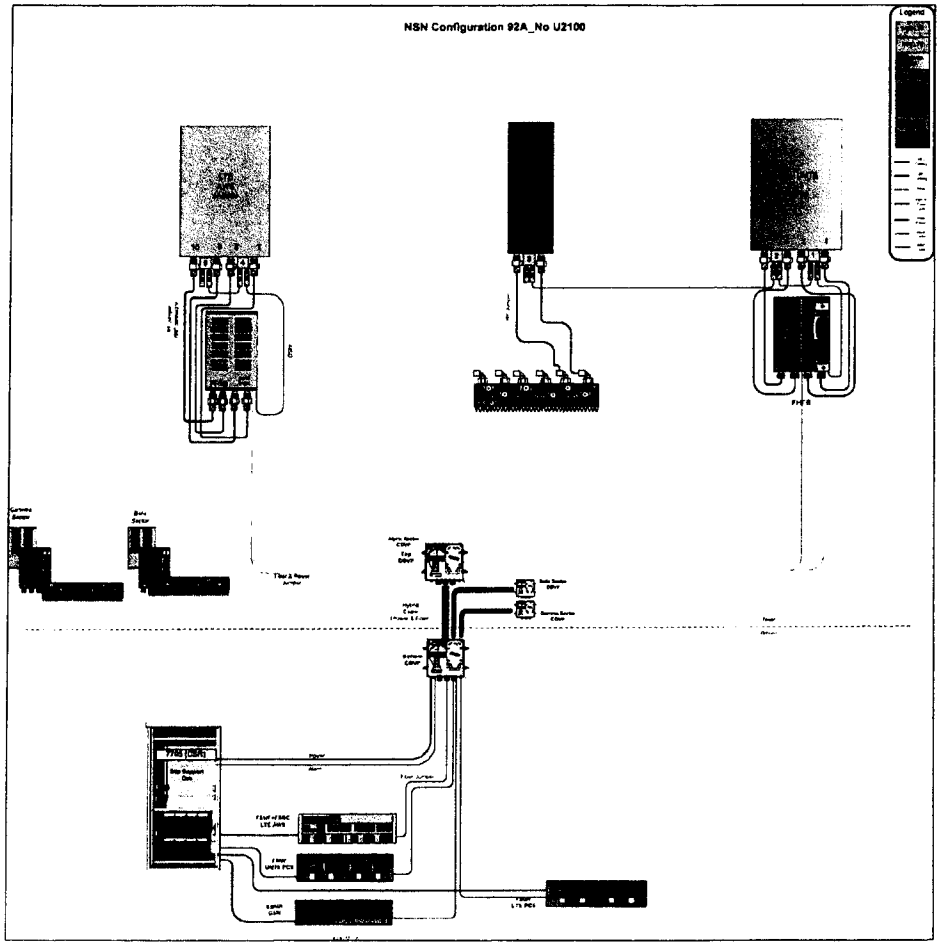
SHEET TITLE
DETAILS

SHEET
C-3A

Section 1 - Site Information

Site ID: A2C0020A	Site Name: Cocoa Village-Watertank	Latitude: 28.35803575
Status: Final	Site Class: Watertank	Longitude: -80.73218210
Version: 1.1	Site Type: Structure Non Building	Address: 318 Peachtree Street
Project Type: Capacity	Solution Type: Tower Top	City, State: Cocoa, FL
Approved: 5/20/2016 11:30:21 AM	Plan Year: 2016	Region: SOUTH
Approved By: GSM1900\SMehta5	Market: ORLANDO	
Last Modified: 5/20/2016 11:30:21 AM	Vendor: Nokia	
Last Modified By: GSM1900\SMehta5	Landlord: City of Cocoa	

RAN Template: 92A_No U2100		AL Template: 92A_No U2100		
Sector Count: 3	Antenna Count: 9	Line Count: 0	TMA Count: 0	RRU Count: 9



ANTENNA PLUMBING DIAGRAM

NOTE:

ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY T-MOBILE. REFER TO ANTENNA PLUMBING DIAGRAM AND RADIO FREQUENCY DATA SHEET ON SHEETS C-4, C-5 AND C-5A RESPECTIVELY.

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE		BY
A	5/20/16	90% SUBMITTAL	TS
B	6/1/16	100% SUBMITTAL	TS
1			
2			

DRAWN BY: T. SMALL
CHECKED BY: S. ABUTHNOT
APPROVED BY: J. FENNELL

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COCOA VILLAGE-WATER TANK
318 PEACHTREE STREET
COCOA, FL 32922

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

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AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: 65160028SA7

SHEET TITLE
ANTENNA PLUMBING DIAGRAM

SHEET
C-4

Proposed RAN Equipment				
Template: 92A_No U2100				
Enclosure	1	2	3	4
Enclosure Type	Ancillary Equipment	Generic Cabinet	Generic Site Support Cabinet	Tower Top Mount
Baseband		ESMB (G1900) FSMF (L2100) FSMF (U1900) FSMF (L1900)		
Baseband Submodule		FBBC (L2100) FBBC (L1900)		
Hybrid Cable System	NSN LowCap HCS 175ft NSN LowCap HCS 200ft NSN LowCap HCS 250ft			
Junction Box	Large COVP			Large COVP (x3)
Power subsystem			Batteries *Select size* Breakers *Select size* CSR 7705 *Select model* Rectifier Shelf *Select size*	
Radio				FHFB (x3) U1900 L1900 FRIG (x3) L2100 FXPB (x3) G1900
RAN Scope of Work:				
<04/25/2016>: Rev2 initial L1900 design added. <05/20/2016>: Rev3 Updated RAD center and azimuth to match with the site.				

Sector 1 (Proposed) view from front (Note: the images show view from behind)					
Coverage Type	A - Outdoor Macro				
Antenna	1		2	3	
Antenna Model	TMBXX-6517-A2M (Quad)		TMBXX-6517-A1M (Dual)	TMBXX-6517-A2M (Quad)	
Azimuth	160		160	160	
M. Tilt	0		0	0	
Height	129		129	129	
Ports	P1	P2	P3	P4	P5
Active Tech.	U1900 L1900	U1900 L1900	G1900	L2100	L2100
Dark Tech.					
Restricted Tech.					
Decomm. Tech.					
E. Tilt					
Cables					
TMAs					
Diplexers / Combiners					
Radio					
Sector Equipment					

RFDS SHEET

CONTRACTOR TO VERIFY THAT THIS IS THE LATEST VERSION OF THE RF DATA SHEET PRIOR TO THE ORDERING OF MATERIALS.

NOTE:

ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY T-MOBILE. REFER TO ANTENNA PLUMBING DIAGRAM AND RADIO FREQUENCY DATA SHEET ON SHEETS C-4, C-5 AND C-5A RESPECTIVELY.

JAMES T. FENNELL License No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE	
A	05/06/16	90% SUBMITTAL
B	05/11/16	100% SUBMITTAL
1		
2		

BY:
TS
TS

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTINOT
APPROVED BY: J. FENNELL

KCI TECHNOLOGIES
FLORIDA LICENSING: EB0000688
KCI TECHNOLOGIES, INC.
10461 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 740-2300

T-Mobile
5991 RIEHLMANN CENTER DR., SUITE 110 A.K.
TAMPA, FL 33634

A2C0020A
COCOA VILLAGE-WATER TANK
316 PEACHTREE STREET
COCOA, FL 32922

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

THIS DRAWING IS THE PROPERTY OF THE SURVEYOR, ENGINEER AND MAY NOT BE USED OR REPRODUCED WITHOUT THEIR WRITTEN EXPRESSED WRITTEN PERMISSION.

SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: 55150028A7

SHEET TITLE
RFDS SHEET
(1 OF 2)

SHEET
C-5

Sector 2 (Proposed) view from front (Note: the images show view from behind)					
Coverage Type	A - Outdoor Macro				
Antenna	1		2	3	
Antenna Model	TMBXX-6517-A2M (Quad)		TMBX-6517-A1M (Dual)	TMBXX-6517-A2M (Quad)	
Azimuth	270		270	270	
M. Tilt	0		0	0	
Height	129		129	129	
Ports	P1	P2	P3	P4	P5
Active Tech.	U1900 L1900	U1900 L1900	G1900	L2100	L2100
Dark Tech.					
Restricted Tech.					
Decomm. Tech.					
E. Tilt					
Cables					
TMAs					
Diplexers / Combiners					
Radio					
Sector Equipment					

Sector 3 (Proposed) view from front (Note: the images show view from behind)					
Coverage Type	A - Outdoor Macro				
Antenna	1		2	3	
Antenna Model	TMBXX-6517-A2M (Quad)		TMBX-6517-A1M (Dual)	TMBXX-6517-A2M (Quad)	
Azimuth	340		340	340	
M. Tilt	0		0	0	
Height	129		129	129	
Ports	P1	P2	P3	P4	P5
Active Tech.	U1900 L1900	U1900 L1900	G1900	L2100	L2100
Dark Tech.					
Restricted Tech.					
Decomm. Tech.					
E. Tilt					
Cables					
TMAs					
Diplexers / Combiners					
Radio					
Sector Equipment					

RFDS SHEET

CONTRACTOR TO VERIFY THAT THIS IS THE LATEST VERSION OF THE RF DATA SHEET PRIOR TO THE ORDERING OF MATERIALS.

NOTE:

ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY T-MOBILE. REFER TO ANTENNA PLUMBING DIAGRAM AND RADIO FREQUENCY DATA SHEET ON SHEETS C-4, C-5 AND C-5A RESPECTIVELY.

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS

NO	DATE	
A	05-20-16	90% SUBMITTAL
B	6-10-16	100% SUBMITTAL

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTHNOT
APPROVED BY: J. FENNELL

KCI TECHNOLOGIES
FLORIDA LICENSE NO. EB0000696
KCI TECHNOLOGIES, INC.
11401 RICHMOND AVENUE, HOUSTON DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 749-2300

T-Mobile
5887 BENJAMIN CENTER DR., SUITE 110 A.E.
TAMPA, FL 33634

A2C0020A
COCOA VILLAGE-WATER TANK
515 BREVARD AVENUE
COCOA, FL 32922

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

THIS DRAWING IS THE PROPERTY OF THE SURVEYOR/ENGINEER AND MAY NOT BE USED OR REPRODUCED WITHOUT THE SURVEYOR/ENGINEER'S WRITTEN PERMISSION

SCALE: AS NOTED
DATE: 05/20/16
SITE NUMBER: BS1600208A7

SHEET TITLE
RFDS SHEET (2 OF 2)

SHEET
C-5A

UNITED COMMERCIAL
REAL ESTATE SERVICES, INC.

November 8, 2016

City of Cocoa
351 Shearer Blvd
Cocoa, FL 32933
Attn: Norma Hernandez

RE: T-Mobile @ 318 Peachtree Street, Cocoa, FL 32922
Site: A2C0020A

Norma,

Please find enclosed (4) originals of T-Mobile's partially executed 2nd Amendment for the City's crossed- signature. Upon full execution, please mail (2) originals to my attention to the below address.

Mail To:

Lea Collins
314 Bellview Place
Sanford, FL 32771

Thank you for your assistance and please do not hesitate to contact me with any further questions.

Respectfully,

Lea Collins
Mobile: 407-694-8951
Email: lcollins@unitedcommercial.net

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

December 15, 2016

Lea Collins
314 Bellview Place
Sanford, FL 32771

Re: Second Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower

To Whom It May Concern:

Enclosed as requested, are two fully executed agreements as approved by Cocoa City Council on 12/13/2016.

If you have any questions, please contact my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

Site #: A2C0020A
Market: Orlando

THIRD AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER

THIS THIRD AMENDMENT to License Agreement for Wireless Communication Antenna on Existing Water Tower ("Third Amendment") is made and entered into by and between City of Cocoa, a Florida municipal corporation ("Licensor"), and T-Mobile South LLC, a Delaware limited liability company ("Licensee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Licensor and Licensee (or as applicable, their respective predecessors in interest) entered into a License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 11, 1997, amended by that certain First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 26, 2010, further amended by that certain Addendum to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 8, 2014, and further amended by that certain Second Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower dated December 13, 2016 (collectively, the "License Agreement"), with respect to Premises located at 318 Peachtree Street, Cocoa, FL 32922.

B. Licensor and Licensee desire to enter into this Third Amendment in order to modify and amend certain provisions of the License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. Effective on the date that Licensee begins installation of the equipment as specified on the attached Exhibit "3-A", which date Licensee shall notify Licensor in writing, (a) Licensee will have the right to modify its Antenna Facilities as described and depicted on Exhibit "3-A", which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approves of the modifications described and depicted on Exhibit "3-A" in all respects, and (b) the Rent that Licensee pays Licensor will be increased by One Hundred Dollars ($100.00) per month.

2. The terms and conditions of the License Agreement are incorporated herein by this reference, and capitalized terms used in this Third Amendment shall have the same meanings such terms are given in the License Agreement. Except as specifically set forth herein, this Third Amendment shall in no way modify, alter or amend the remaining terms of the License Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the License Agreement and this Third Amendment, the terms and conditions of this Third Amendment will govern and control.

4. Licensor represents and warrants to Licensee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Third Amendment, or if any such third-party consent or approval is required, Licensor has obtained any and all such consents or approvals.

Site #: A2C0020A
Market: Orlando

SIGNATURES NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this THIRD Amendment effective as of the date of execution by the last party to sign.

LICENSOR: City of Cocoa,
a Florida municipal corporation

By: _____
Name: Jake Williams, Jr.
Title: Mayor
Date: January 9, 2019

Witnesses:

_____
Print Name: Monica Arsenault

_____
Print Name: Carie Shealy

LICENSEE: T-Mobile South LLC,
a Delaware limited liability company

TMO Legal 2018.10.08 12:21:39 -04'00'

By: _____
Name: Jess Louk
Title: Director, Network Engineering & Ops.
Date: 11/7/18

Witnesses:

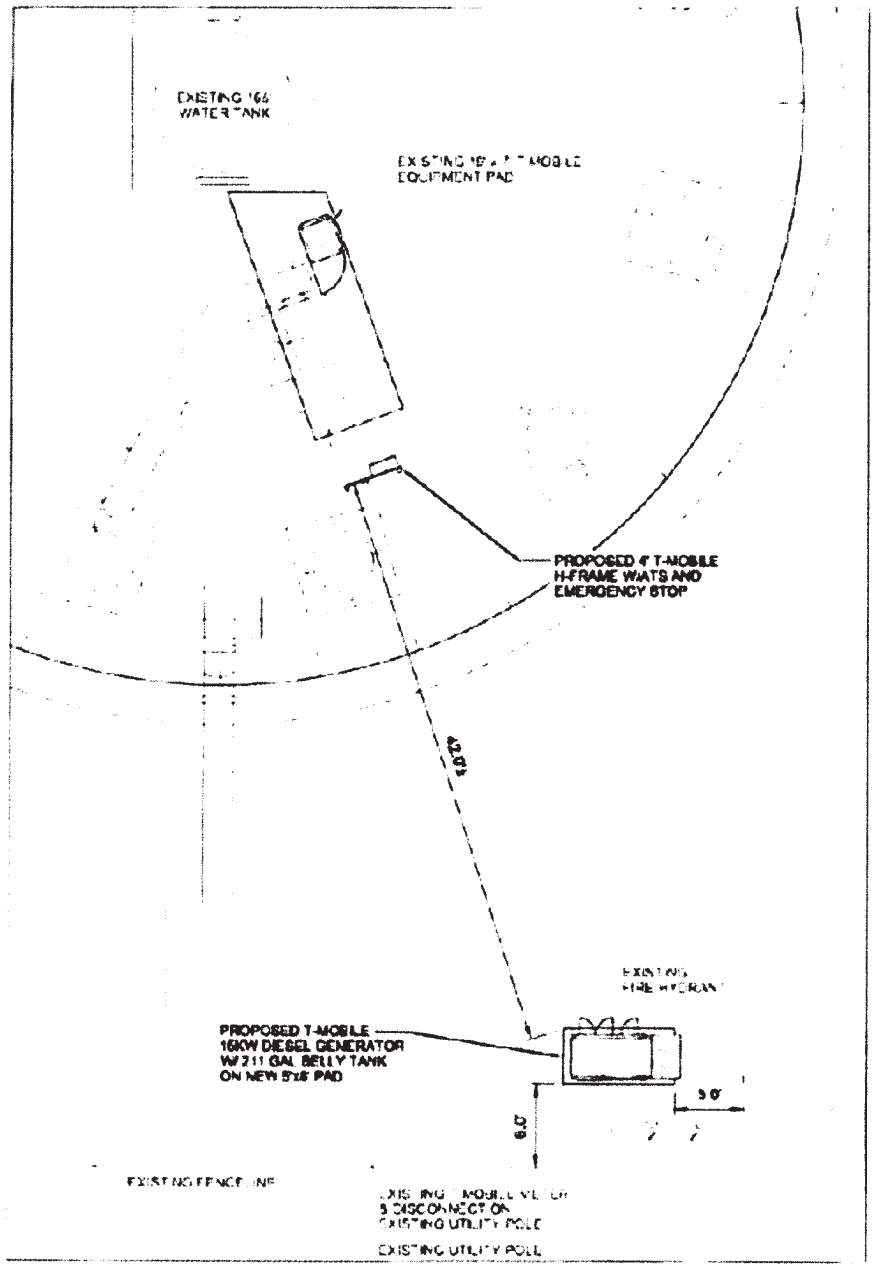
_____
Print Name: Adam Mortensen

_____
Print Name: Evan Vale

Site #: A2C0020A
Market: Orlando

Exhibit "3-A"

T Mobile to install 15KW 211 Gallon Generator on 5'x8' Pad



T-Mobile

11/27/18

David Fisher
351 Shearer Blvd.
Cocoa, FL 32922
321.635.7773

RE: T-Mobile Generator Amendment – A2C0020A

Hi David,

Please find four partially executed amendments for the upcoming T-Mobile generator project. Please have them signed and witnessed, and return two fully executed originals to Pete Snow at the address shown at the bottom of this page. Please contact me if you have questions.

Thank you!

Susan Vale
Site Acquisition Manager
TruNorthe, LLC
720.935.8848
Susan.Vale18@T-Mobile.com
On behalf of T-Mobile

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

January 10, 2019

T-Mobile
ATTN: Pete Snow
5901 Benjamin Center Drive
Suite 110 A-B
Tampa, FL 33634

Re: Third Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower

Dear Mr. Snow:

Per your request, enclosed are two (2) fully executed originals of the above referenced agreement. This was approved by the City Council of the City of Cocoa on January 9, 2019.

If you have any questions or need further assistance, please contact my office at (321) 433-8484 or by email at cshealy@cocoafl.org.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=9223438&GUID=34338ADD-575F-49A1-9016-59F84A7523C3* is a secure document that has been embedded in this document. Double click the pushpin to view.



T··Mobile·®

5901 BENJAMIN CENTER DR., SUITE 110 A-B
TAMPA, FL 33634

LANDLORD APPROVAL:

LANDLORD OR LANDLORD REPRESENTATIVE DATE

A2C0020A/COCOA VILLAGE WATER TANK

CANDIDATE ADDRESS:
318 PEACHTREE STREET
COCOA, FL 32922

PROJECT: ANCHOR

JURISDICTION: CITY OF COCOA

GENERAL NOTES

1. ALL REFERENCES TO OWNER HEREIN SHALL BE CONSTRUED TO MEAN T-MOBILE SOUTH LLC OR IT'S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE AND/OR COUNTY IN WHICH IT IS TO BE PERFORMED.
3. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
4. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
5. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF WHATEVER TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
6. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND THE TESTING AGENCY PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES, OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES.
7. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE LOCAL BUILDING CODE.
10. ALL PROPOSED CELLULAR EQUIPMENT AND FIXTURES SHALL BE FURNISHED BY OWNER FOR INSTALLATION BY THE CONTRACTOR, UNLESS SPECIFICALLY NOTED OTHERWISE HEREIN.
11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED, THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
12. RADIO EQUIPMENT INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
13. CONSTRUCTION SITE SHALL BE CLEANED OF DEBRIS AT THE END OF EACH WORK DAY.

STRUCTURAL NOTES

1. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE A.I.S.C. SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS- ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE A.I.S.C. CODE OF STANDARD PRACTICE.
2. STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRADE B. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
3. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D.1.1/D1.1M2015 STRUCTURAL WELDING CODE. STEEL WELD ELECTRODES SHALL BE E70XX.
4. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL.
5. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND INFORM OWNER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
6. ALL CAST IN PLACE CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF ACI 318 AND ACI 301, AND SHALL HAVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI (U.O.N.). CONCRETE SHALL BE PLACED AGAINST UNDISTURBED SOIL UNLESS OTHERWISE NOTED. MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
7. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60, DEFORMED BILLET STEEL BARS. WELDED WIRE FABRIC REINFORCING SHALL CONFORM TO ASTM A185.
8. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE LATEST A.I.S.C. SPECIFICATIONS AND SHALL BE GALVANIZED.
9. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS.
10. HOT-DIP GALVANIZE ITEMS SPECIFIED TO BE ZINC-COATED, AND SHALL CONFORM TO ASTM 123, A153 AND A163 AS APPLICABLE.
11. REPAIR DAMAGED HOT-DIPPED GALVANIZED COATINGS AS A RESULT OF WELDING OR CUTTING (FLAME) OR EXCESSIVELY ROUGH HANDLING DURING SHIPMENT OR ERECTION SHALL CONFORM TO ASTM A780. IF APPLYING STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING, CLEAN AREAS TO BE REPAIRED AND REMOVE SLAG FROM WELDS, HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS. WITH STICK OR PASTE, SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL.
12. CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S INSTRUCTIONS/ SPECIFICATIONS IF NO INFORMATION IS CONTAINED IN THESE PLANS OR IF THE MANUFACTURER'S SPECIFICATIONS ARE STRICTER.

SHEET INDEX

DRAWING SHEET NO:	TITLE	REV
T-1	TITLE SHEET	0
C-1	SITE PLAN	0
C-2	TOWER ELEVATION	0
C-3	ANTENNA CONFIGURATION	0
C-3A	DETAILS	0
C-4	ANTENNA PLUMBING DIAGRAM	0
C-5	RFDS SHEET (1 OF 2)	0
C-5A	RFDS SHEET (2 OF 2)	0

DESIGN CRITERIA

DESIGN WIND SPEED:
150 MPH ULTIMATE (3-SECOND GUST)
116 MPH NOMINAL (3-SECOND GUST)

IMPORTANCE FACTOR: 1.0
EXPOSURE CATEGORY: C
RISK FACTOR: II

IN ACCORDANCE WITH FLORIDA BUILDING CODE 2017 (6TH EDITION)

INFORMATION FOR DESIGN CRITERIA TAKEN FROM A STRUCTURAL REPORT BY KCI TECHNOLOGIES, INC.

PROJECT TEAM

ENGINEER

KCI TECHNOLOGIES, INC.
4041 CRESCENT PARK DRIVE
RIVERVIEW, FLORIDA 33578

ENGINEER:
JAMES T. FENNELL, P.E.
FL. LICENSE NO. 63808

PROJECT MANAGER:
JAMES T. FENNELL, P.E.

T-MOBILE

CAROLE BRADLEY
813-348-2502
5901 BENJAMIN CENTER DRIVE,
SUITE 110 A-B
TAMPA, FLORIDA 33634

CODES STATEMENT

THE CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE AUTHORITY HAVING JURISDICTION IN THE REGION WHERE THE WORK IS TO BE PERFORMED. THE CURRENT EDITION OF THE CODES AND STANDARDS IN EFFECT ON THE DATE OF AWARD OF CONTRACT SHALL GOVERN THE DESIGN PARAMETERS.

BUILDING CODE: FLORIDA BUILDING CODE (FBC) 2017 6TH EDITION.

ELECTRICAL CODE: NATIONAL ELECTRICAL CODE, 2014 EDITION.

MECHANICAL CODE: FBC MECHANICAL CODE, 2017 6TH EDITION.

FIRE CODE: FLORIDA FIRE PREVENTION CODE, 2017 6TH EDITION.

LIGHTNING PROTECTION CODE: NFPA 780-14 EDITION.

THE CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318-14, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, AMERICAN INSTITUTE OF STEEL CONSTRUCTION, LRFD 14TH EDITION, TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES: TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR ELECTRONIC EQUIPMENT.

IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY C3 AND HIGH SYSTEM EXPOSURE.)

TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS, TELCORDIA GR-1503,COAXIAL CONNECTIONS, ANSI T1-311, FOR TELECOM DC POWER SYSTEMS AND TELECOM ENVIRONMENTAL PROTECTION.

UNDERGROUND

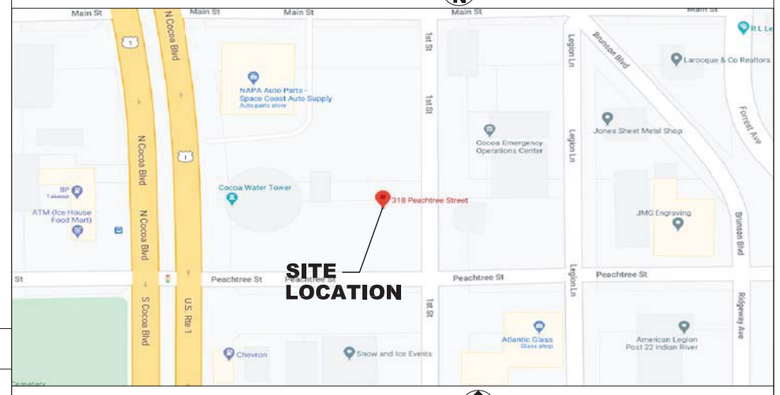
Sunshine State 811 One Call®



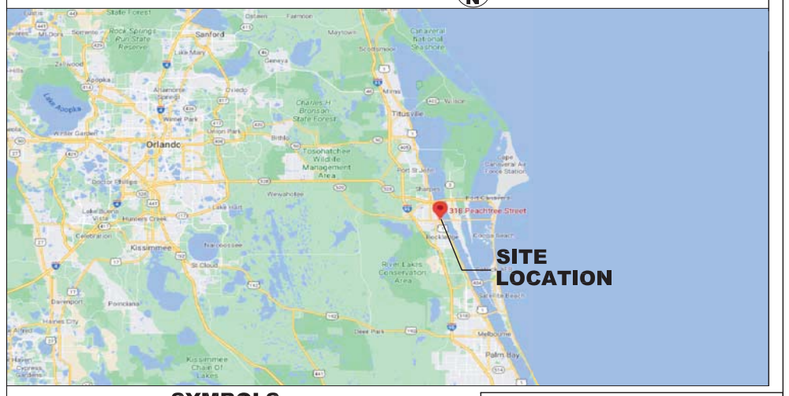
DRIVING DIRECTIONS

FROM INTERSTATE 95 IN COCOA:
TAKE EXIT 201 TOWARD COCOA BEACH 0.3 MI. MERGE ONTO FL-520 E/RTE 520 E/STATE 520 E/STATE ROUTE 520 E/W KING ST 3.8 MI
TURN LEFT ONTO S COCOA BLVD 0.1 MI. TAKE THE 2ND RIGHT ONTO PEACHTREE ST
DESTINATION WILL BE ON THE LEFT 240 FT

VICINITY MAP



LOCATION MAP



SYMBOLS

THIS SHEET NO. — A1 / PM PM — DETAIL NO. / SHEET NO. DETAIL IS LOCATED ON

2 — REVISION NUMBER

PROJECT DATA

PARCEL NUMBER: 24-36-33-O1-00000.0-0034.00
TAX ID: 2425659
OWNER: CITY OF COCOA
LATITUDE: 28°21'28.93" / 28.3580361°
LONGITUDE: -80°43'55.79" / -080.7321639°
JURISDICTION: CITY OF COCOA

REVISIONS

NO.	DATE		BY:
A	10/09/20	90% SUBMITTAL	AV
0	10/21/20	100% SUBMITTAL	AV

DRAWN BY: AV
CHECKED BY: LV
APPROVED BY: JF

KCI TECHNOLOGIES
FLORIDA LICENSE NO.: EB0004898
KCI TECHNOLOGIES, INC.
4041 CRESCENT PARK DRIVE
RIVERVIEW, FLORIDA 33578
(813) 740-2300

T··Mobile·

5901 BENJAMIN CENTER DRIVE
SUITE 110 A-B
TAMPA, FL 33634

A2C0020A

318 PEACHTREE STREET
COCOA, FL 32922

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

THIS DRAWING IS THE PROPERTY OF THE SURVEYOR/ENGINEER AND MAY NOT BE USED OR REPRODUCED WITHOUT HIS/HER EXPRESSED WRITTEN PERMISSION.

SCALE: AS NOTED

DATE: 10/09/20

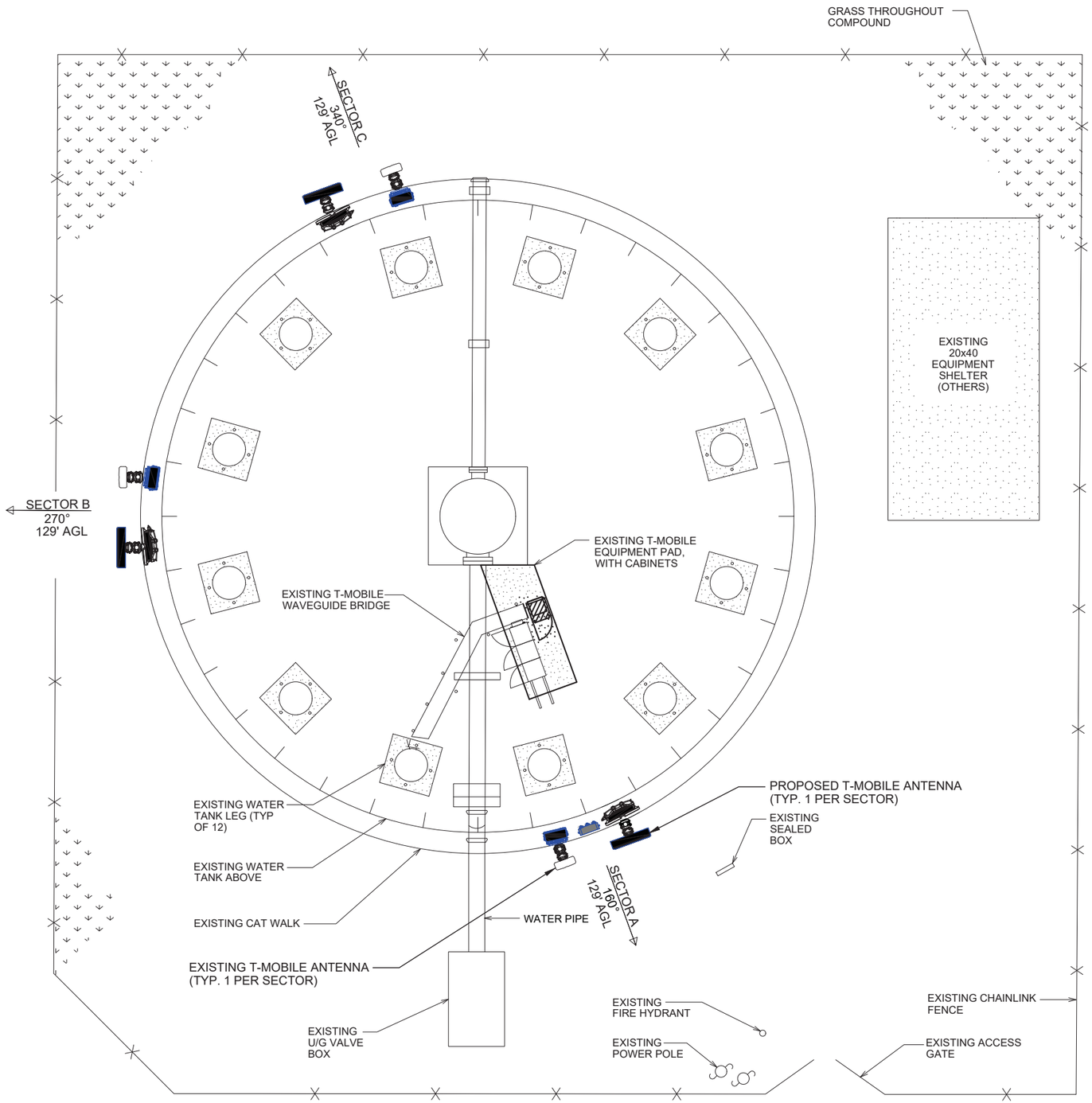
KCI JOB NUMBER: **012000074DT**

SHEET TITLE

TITLE SHEET

SHEET

T-1



NOTE:
OTHER CARRIER EXISTING ANTENNAS & EQUIPMENT NOT SHOWN FOR CLARITY

INFORMATION FOR COMPOUND LAYOUT TAKEN FROM INFORMATION PROVIDED BY T-MOBILE

SITE PLAN
NOT TO SCALE

N

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JAMES T. FENNELL PE (#63808) ON THE DATE SHOWN ON THE T-1 SHEET USING A DIGITAL SIGNATURE IN ACCORDANCE WITH F.A.C. 61G15-23.004, WITH A DIGITAL CERTIFICATE ISSUED BY ENTRUST, INC. PLEASE REFERENCE THE COVER SHEET TO VIEW THE SIGNATURE AND VERIFY ITS PROPERTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REVISIONS

NO.	DATE		BY:
A	10/09/20	90% SUBMITTAL	AV
0	10/21/20	100% SUBMITTAL	AV

DRAWN BY: AV
CHECKED BY: LV
APPROVED BY: JF

KCI TECHNOLOGIES
FLORIDA LICENSE NO.: EB0004898
KCI TECHNOLOGIES, INC.
4041 CRESCENT PARK DRIVE
RIVERVIEW, FLORIDA 33578
(813) 740-2300

T··Mobile·

5901 BENJAMIN CENTER DRIVE
SUITE 104/105
TAMPA, FL 33634

A2C0020A

318 PEACHTREE STREET
COCOA, FL 32922

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

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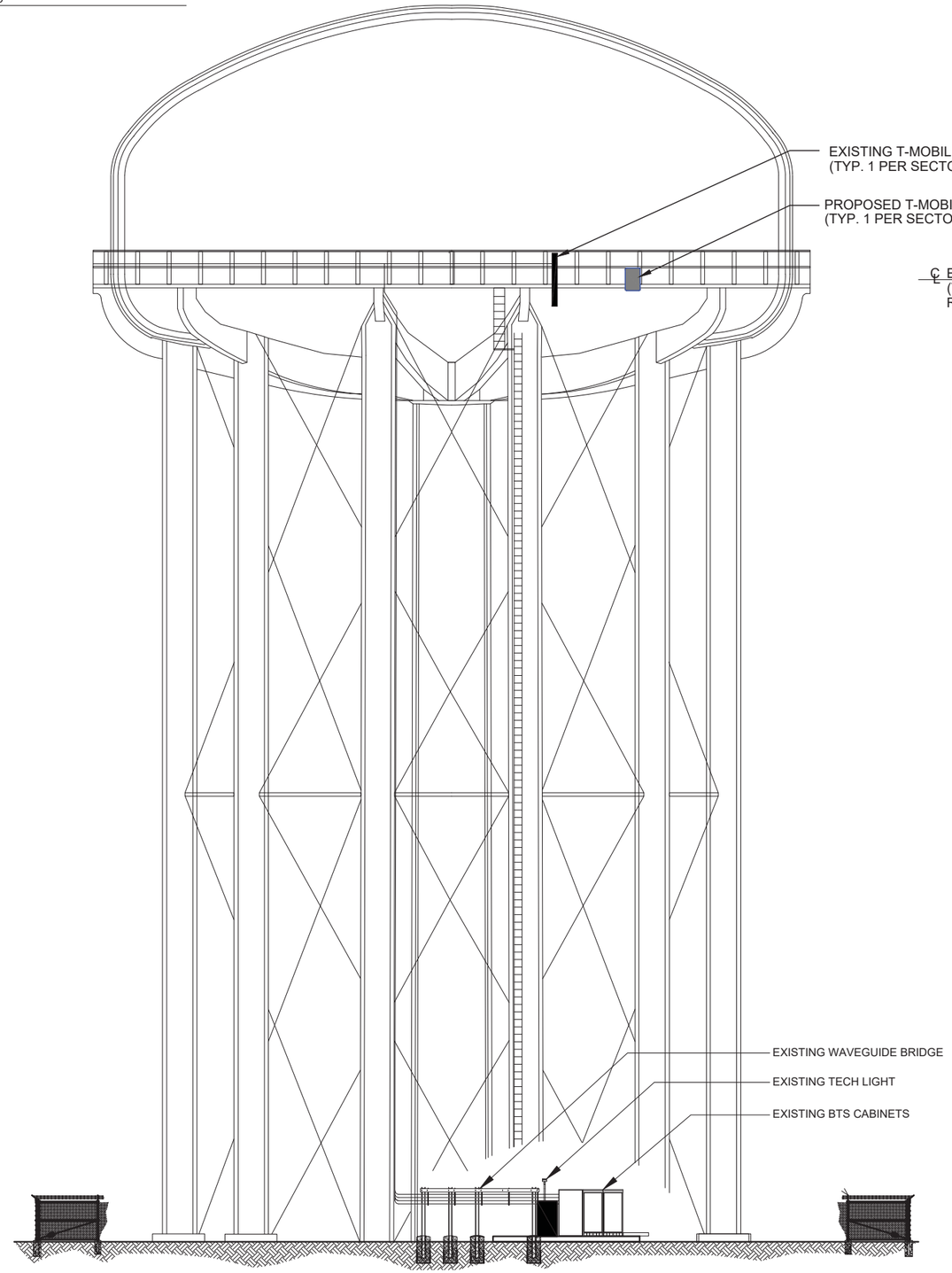
SCALE: AS NOTED
DATE: 10/09/20
KCI JOB NUMBER: 012000074DT

SHEET TITLE
SITE PLAN

SHEET
C-1

TOWER LOADING AND WIND SPEED DESIGN

FOR ANTENNA AND CABLE LOADING AND WIND SPEED DESIGN CRITERIA, SEE STRUCTURAL ANALYSIS BY KCI TECHNOLOGIES



TOWER ELEVATION

NOT TO SCALE

NOTE:
OTHER CARRIER EXISTING ANTENNAS & EQUIPMENT NOT SHOWN FOR CLARITY

NOTES:
1. ELEVATION SHOWN FOR REFERENCE ONLY. DO NOT USE FOR DIMENSIONING.

2. EXISTING EQUIPMENT NOT SHOWN FOR CLARITY.

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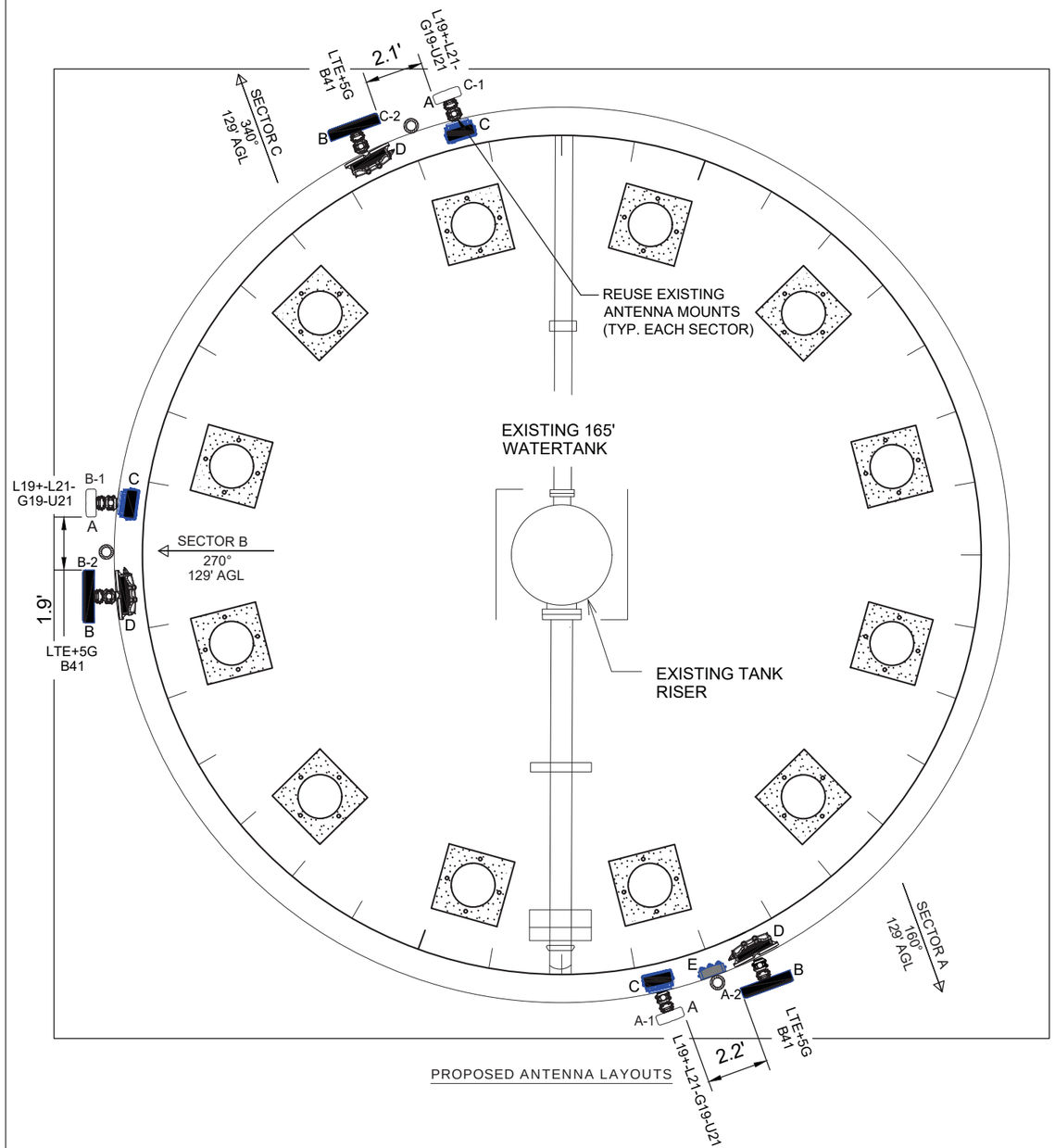
SCALE: AS NOTED

DATE: 10/09/20

KCI JOB NUMBER: 012000074DT

SHEET TITLE
TOWER ELEVATION

SHEET
C-2



PROPOSED ANTENNA LAYOUTS

ANTENNA CONFIGURATION
NOT TO SCALE

N

	EXISTING EQUIPMENT INVENTORY	PROPOSED EQUIPMENT INVENTORY
ANTENNAS	(6)-TMBXX-6517-A2M (3 TO BE REUSED) (3)-TMBX-6517-A1M (TO BE REMOVED)	(3)-AEHC
COAX / HYBRID CABLES	(3)- NSN LOW CAP HCS (TO BE REUSED)	(1)- HCS 2.0 TRUNK CABLE
RADIOS	(3)-FXFB (TO BE REMOVED) (3)-FRIJ (TO BE REMOVED) (3)-FHFB (TO BE REMOVED)	(3)-AHFIG
DIPLEXER		
DISTRIBUTION BOX	(3)-LARGE COVP (TO BE REUSED)	(1)-NOKIA HCS 2.0 PENDANT
TMA		
ALL PROPOSED EQUIPMENT IS LOW VOLTAGE DC POWER		

CABLING MATRIX

CABLING	SECTOR	CABINET TO TOWER	RAD CENTER	ADDITIONAL CABLE	10%	TOTAL CABLE LENGTH
(1)-HCS 2.0 TRUNK CABLE	A B C	24'	129'	10'	16.3'	200'
					TOTAL = 200'	

NOTE: CONTRACTOR TO VERIFY CABLE LENGTHS PRIOR TO ORDERING MATERIALS.

DETAIL KEY

A	TMBXX-6517-A2M	ANTENNA
B	AEHC	ANTENNA
C	AHFIG	RADIO
D	COVP	JUNCT. BOX
E	HCS 2.0	PENDANT

GENERAL NOTES:

WHITE SHADED ANTENNAS AND APPURTENANCES ARE EXISTING AND WILL REMAIN. DARK SHADED ANTENNAS AND APPURTENANCES ARE NEW. LEAVING (6) TOTAL ANTENNAS (3) RADIOS, (3) JUNCTION BOXES & (1) PENDANT AT THE RAD CENTER BEING MODIFIED.

ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY T-MOBILE. REFER TO ANTENNA PLUMBING DIAGRAM AND RADIO FREQUENCY DATA SHEET ON SHEETS C-4,C-5 AND C-5A RESPECTIVELY.

NOTES:

JUMPER LENGTHS NOT TO EXCEED 15' FROM MOUNTED RADIO UNITS TO ANTENNAS.

FINAL MOUNTING LOCATIONS FOR PROPOSED EQUIPMENT TO BE DETERMINED IN FIELD.

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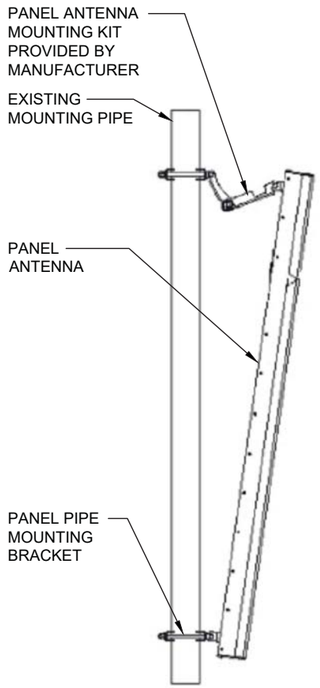
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DATE: 10/09/20
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SHEET TITLE
ANTENNA CONFIGURATION

SHEET
C-3



ANTENNA MOUNT DETAIL
NOT TO SCALE



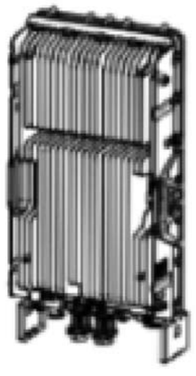
ANTENNA DETAIL
NOT TO SCALE

NOKIA AEHC

HEIGHT: 35.4"
DEPTH: 8.3"
WIDTH: 22.8"
WEIGHT: 99.2 LBS

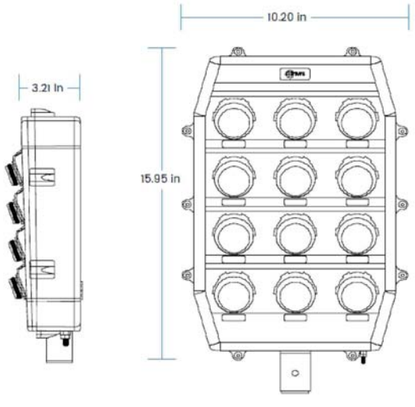
NOTE:

ALL ANTENNAS AND APPURTENANCES TO BE MOUNTED PER MANUFACTURER'S RECOMMENDATIONS. PLEASE REFER TO PRODUCT SPECIFICATION SHEETS.



AHFIG DETAIL
NOT TO SCALE

HEIGHT: 27.4"
DEPTH: 5.2"
WIDTH: 12.1"
WEIGHT: 79.3 LBS



HCS 2.0 PENDANT DETAIL
NOT TO SCALE
(WEIGHT=15 LBS)

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318 PEACHTREE STREET
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SCALE: AS NOTED
DATE: 10/09/20
KCI JOB NUMBER: 012000074DT

SHEET TITLE
DETAILS

SHEET
C-3A

Section 1 - Site Information

Site ID: A2C0020A
Status: ReadyForReview
Version: 6
Project Type: Anchor
Approved: Not Approved
Approved By: Not Approved
Last Modified: 10/12/2020 11:18:40 AM
Last Modified By: Jason.Paulley@sprint.com

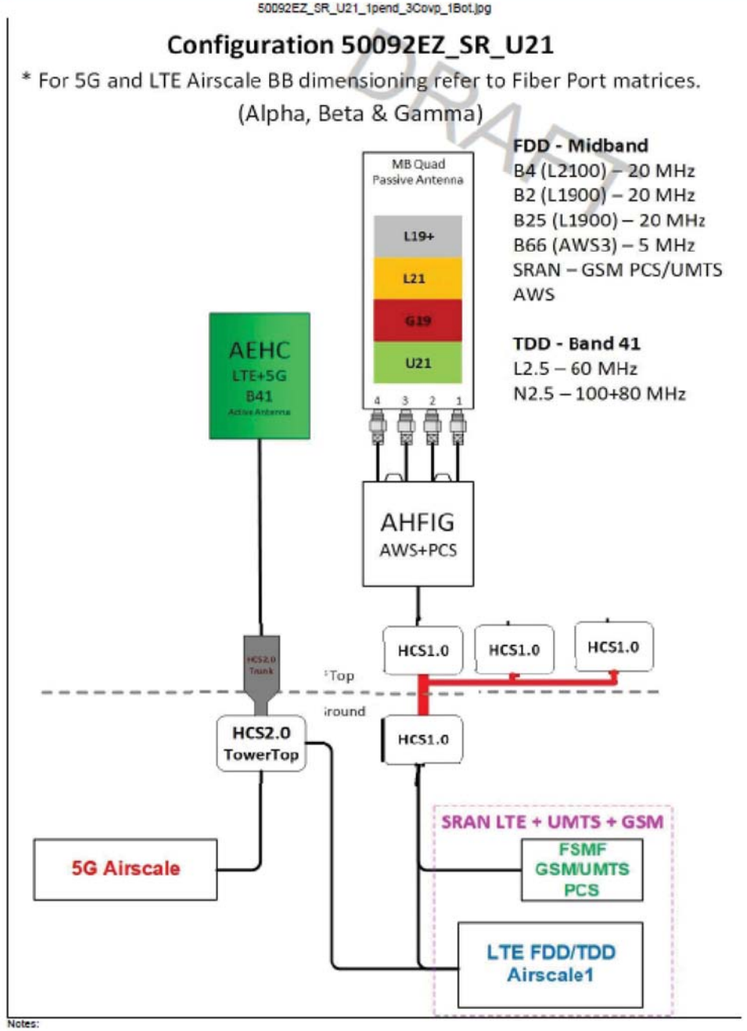
Site Name: Cocoa Village-Watertank
Site Class: Watertank
Site Type: Structure Non Building
Plan Year: 2020
Market: ORLANDO FL
Vendor: Nokia
Landlord: City of Cocoa

Latitude: 28.35803575
Longitude: -80.73216210
Address: 318 Peachtree Street
City, State: Cocoa, FL
Region: SOUTH

RAN Template: 50092EZ_SR_U21			**AL Template:** 50092EZ_SR_U21	
Sector Count: 3	**Antenna Count:** 6	**Coax Line Count:** 0	**TMA Count:** 0	**RRU Count:** 3

Section 3 - Proposed Template Images

50092EZ_SR_U21_1pend_3Covp_1Bot.jpg



NOTE:

ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY T-MOBILE. REFER TO ANTENNA PLUMBING DIAGRAM AND RADIO FREQUENCY DATA SHEET ON SHEETS C-4, C-5 AND C-5A RESPECTIVELY.

CONTRACTOR TO VERIFY THAT THIS IS THE LATEST VERSION OF THE RF DATA SHEET PRIOR TO THE ORDERING OF MATERIALS.

DRAFT

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318 PEACHTREE STREET
COCOA, FL 32922

ENGINEER:
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FL LICENSE NO. 63808

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SHEET TITLE
ANTENNA PLUMBING DIAGRAM

SHEET
C-4

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Proposed RAN Equipment

Template: 50092EZ_SR_U21

Enclosure	1	2	3	4
Enclosure Type	Generic 600A Site Support Cabinet	Tower Top Mount (Nokia)	Ancillary Equipment (Nokia)	Generic Battery Cabinet for 600A SSC
Baseband	ASIB: L2100, L1900 / ASIK: N2500 / ASIB: L2500 / FSMF: G1900, U2100			
Baseband Submodule	ABIA (x 2): L2100, L1900 / ABIL (x 3): N2500 / ABIC (x 3): L2500			
Baseband Subrack	AMIA (x 2)			
Hybrid Cable System			NSN Low Cap HCS 175ft NSN Low Cap HCS 300ft NSN Low Cap HCS 250ft 200' HCS 2.0 Trunk - 12#6AWG 24 SM FIBER PR	
Junction Box		Large COVP (Nokia) (x 3)	Large COVP (Nokia) Nokia HCS 2.0 Tower Junction Box	
Power subsystem	Rectifier Shelf "Select size" Breakers "Select size"			Batteries "Select size"
Radio		AHFIG (x 3): L2100, L1900, G1900, U2100		
Transport System	CSR IXRe V1 (Gen1)			

RAN Scope of Work:

09/25/2020_Nanda Kishore RFDS created for anchor POR as per latest guidelines. Voltage Boosters on Radio: None
10/12/2020 Rev1 Enter HCS2.0 length of 200ft from CDs.

Sector 1 (Proposed) view from front (Note: the images show view from behind)

Coverage Type	A - Outdoor Macro		
Antenna	1		2
Antenna Model	Andrew - TMBXX-6517-A2M (Quad)		AEHC (Active Antenna - Massive MIMO)
Azimuth	160		160
M. Tilt	0		0
Height	129		129
Ports	P1	P2	P3
Active Tech.	L2100, L1900, G1900, U2100	L2100, L1900, G1900, U2100	L2500, N2500
Dark Tech.			
Restricted Tech.			
Decomm. Tech.			
E. Tilt	3	3	
Cables			
TMAs			
Diplexers / Combiners			
Radio			
Sector Equipment			

Unconnected Equipment:

Scope of Work:

Sector 2 (Proposed) view from front (Note: the images show view from behind)

Coverage Type	A - Outdoor Macro		
Antenna	1		2
Antenna Model	Andrew - TMBXX-6517-A2M (Quad)		AEHC (Active Antenna - Massive MIMO)
Azimuth	270		270
M. Tilt	0		0
Height	129		129
Ports	P1	P2	P3
Active Tech.	L2100, L1900, G1900, U2100	L2100, L1900, G1900, U2100	L2500, N2500
Dark Tech.			
Restricted Tech.			
Decomm. Tech.			
E. Tilt	4	4	
Cables			
TMAs			
Diplexers / Combiners			
Radio			
Sector Equipment			

Unconnected Equipment:

Scope of Work:

NOTE:

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CONTRACTOR TO VERIFY THAT THIS IS THE LATEST VERSION OF THE RF DATA SHEET PRIOR TO THE ORDERING OF MATERIALS.

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ENGINEER:
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DATE: 10/09/20

KCI JOB NUMBER: 012000074DT

SHEET TITLE
RFDS SHEET
(1 OF 2)

SHEET
C-5

NOTE:

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CONTRACTOR TO VERIFY THAT THIS IS THE LATEST VERSION OF THE RF DATA SHEET PRIOR TO THE ORDERING OF MATERIALS.

Sector 3 (Proposed) view from front (Note: the images show view from behind)

Coverage Type	A - Outdoor Macro		
Antenna	1		2
Antenna Model	Andrew - TMBXX-6517-A2M (Quad)		AEHC (Active Antenna - Massive MIMO)
Azimuth	340		340
M. Tilt	0		0
Height	129		129
Ports	P1	P2	P3
Active Tech.	L2100 L1900 G1900 U2100	L2100 L1900 G1900 U2100	L2500 N2500
Dark Tech.			
Restricted Tech.			
Decomm. Tech.			
E. Tilt	3	3	3
Cables			
TMAs			
Diplexers / Combiners			
Radio			
Sector Equipment			

Unconnected Equipment:

Scope of Work:

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SCALE: AS NOTED

DATE: 10/09/20

KCI JOB NUMBER: 012000074DT

SHEET TITLE
RFDS SHEET
(2 OF 2)

SHEET
C-5A

Site # A2C0020A
Site Name: Cocoa Village WaterTank
Orlando

FOURTH AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER

THIS FOURTH AMENDMENT to License Agreement for Wireless Communication Antenna on Existing Water Tower ("Fourth Amendment") is made and entered into by and between **City of Cocoa**, a Florida municipal corporation ("Licensor"), **and T-Mobile South LLC.**, a Delaware limited liability company ("Licensee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Licensor and Licensee (or as applicable, their respective predecessors in interest) entered into a License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 11, 1997, (the "Lease"), as amended by that certain First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 26, 2010, as amended by that certain Addendum to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 8 , 2014, as amended by that certain Second Amendment dated December 13, 2016, as amended by the Third Amendment dated January 9, 2019, (collectively, the "License Agreement"), with respect to Premises located at 318 Peachtree Street, Cocoa, FL 32922.

B. Licensor and Licensee desire to enter into this Fourth Amendment in order to modify and amend certain provisions of the License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. Effective on the date that Licensee begins installation as specified on the attached Exhibit "4-A", which date Licensee shall notify Licensor in writing, Licensee will have the right to modify its Antenna Facilities as described and depicted on Exhibit "4-A", which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approved of the modifications described and depicted on Exhibit "4-A" in all respects.

2. The terms and conditions of the License Agreement are incorporated herein by this reference, and capitalized terms used in this Fourth Amendment shall have the same meanings such terms are given in the License Agreement. Except as specifically set forth herein, this Fourth Amendment shall in no way modify, alter or amend the remaining terms of the License Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Fourth Amendment will govern and control.

3. Licensor represents and warrants to Licensee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Fourth Amendment, or if any such third party consent or approval is required, Licensor has obtained any and all such consents or approvals.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

City of Cocoa,

By:_____
Name:

Title:

Date:_____

T-Mobile South LLC,

By:_____
Name: Jess Louk

Title: Director, Network Engineering and Operations

Date: 2/5/21

TMO Legal 2021.01.25 09:11:43 -05'00'

Witnesses:

_____
Name:_____

_____
Name:_____

Witnesses:

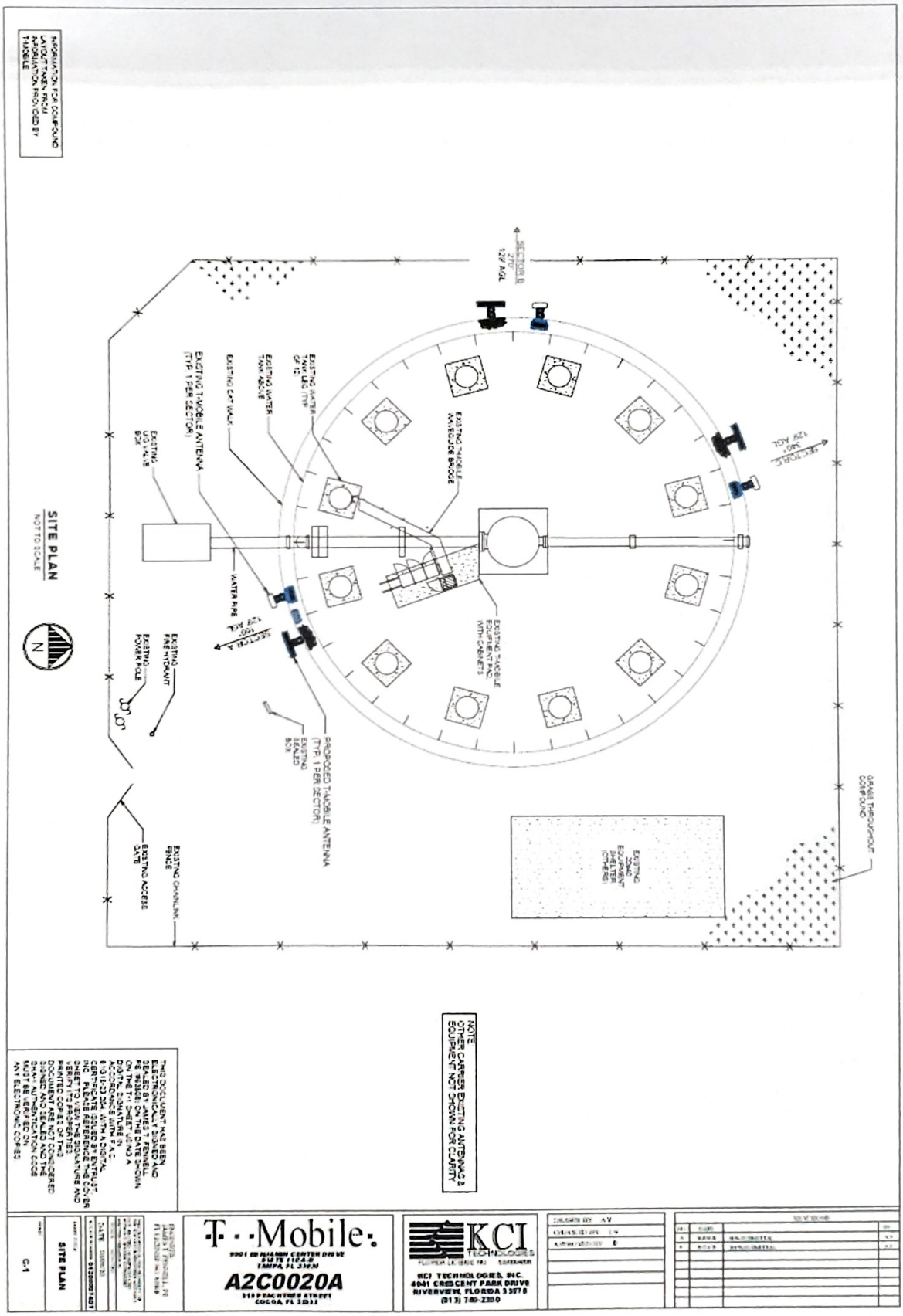
_____
Name: Philip Noll

_____
Name: Rachell Noll

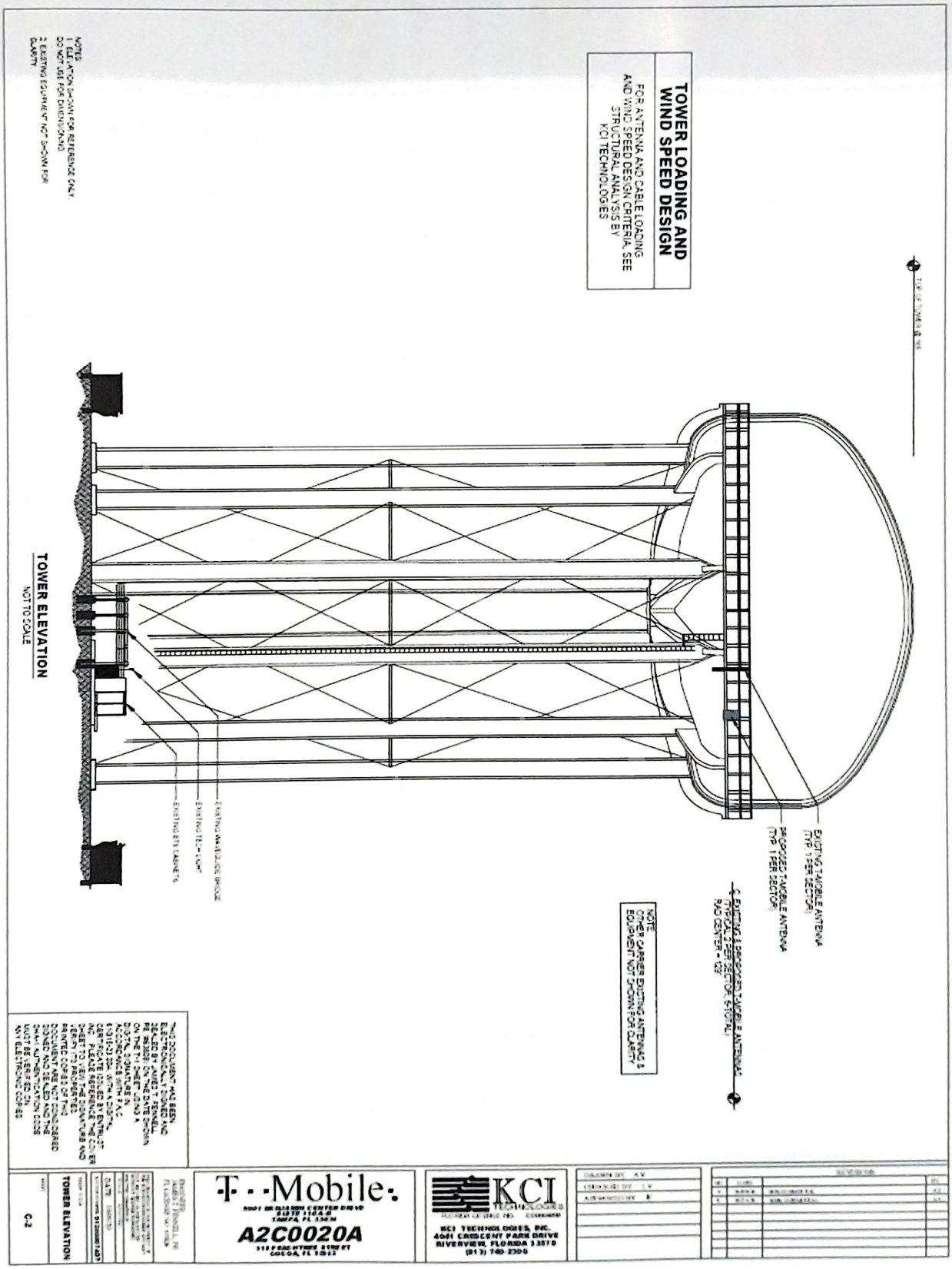
Site # A2C0020A
Site Name: Cocoa Village WaterTank
Orlando

Exhibit 4-A

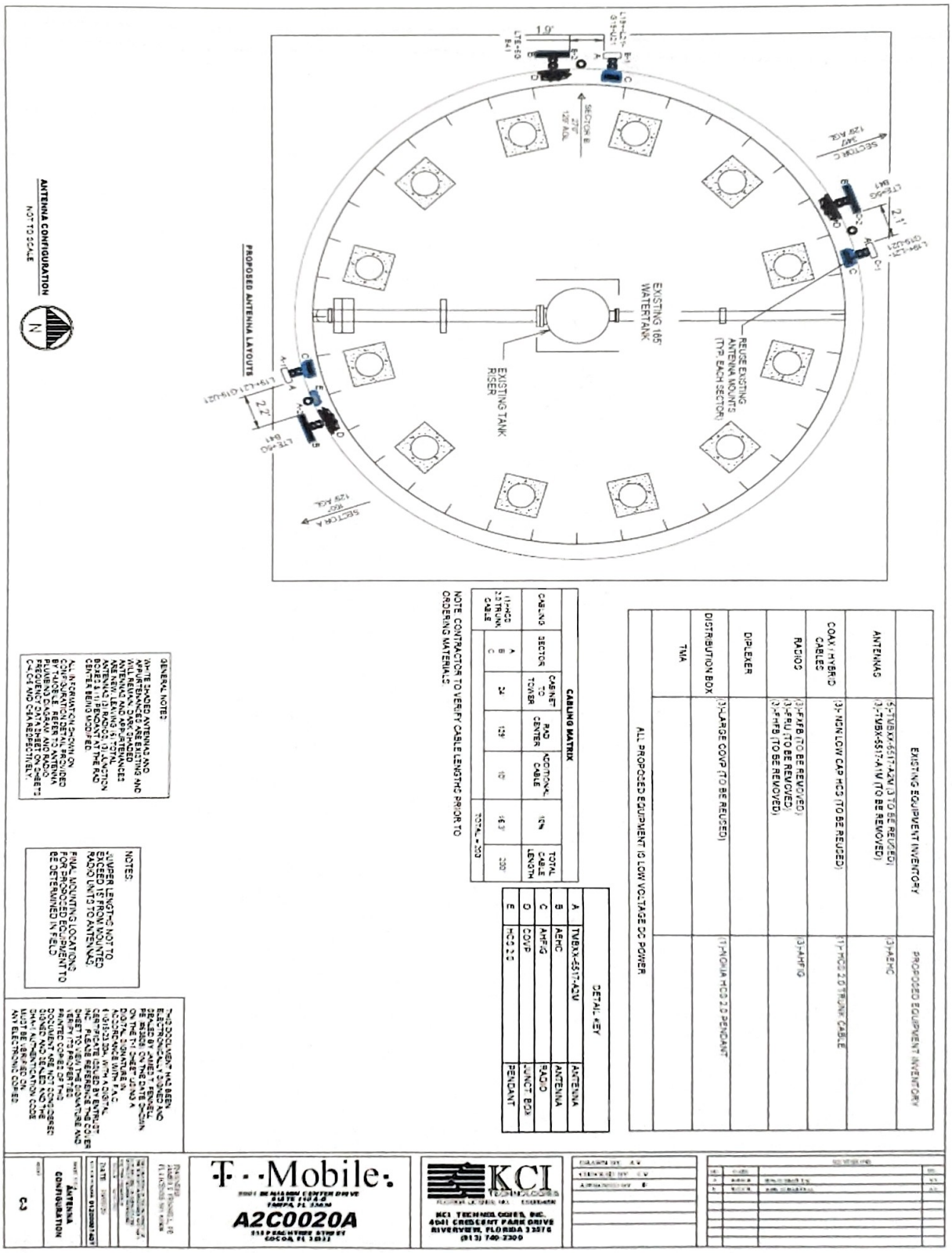
Site # A2C0020A
Site Name: Cocoa Village WaterTank
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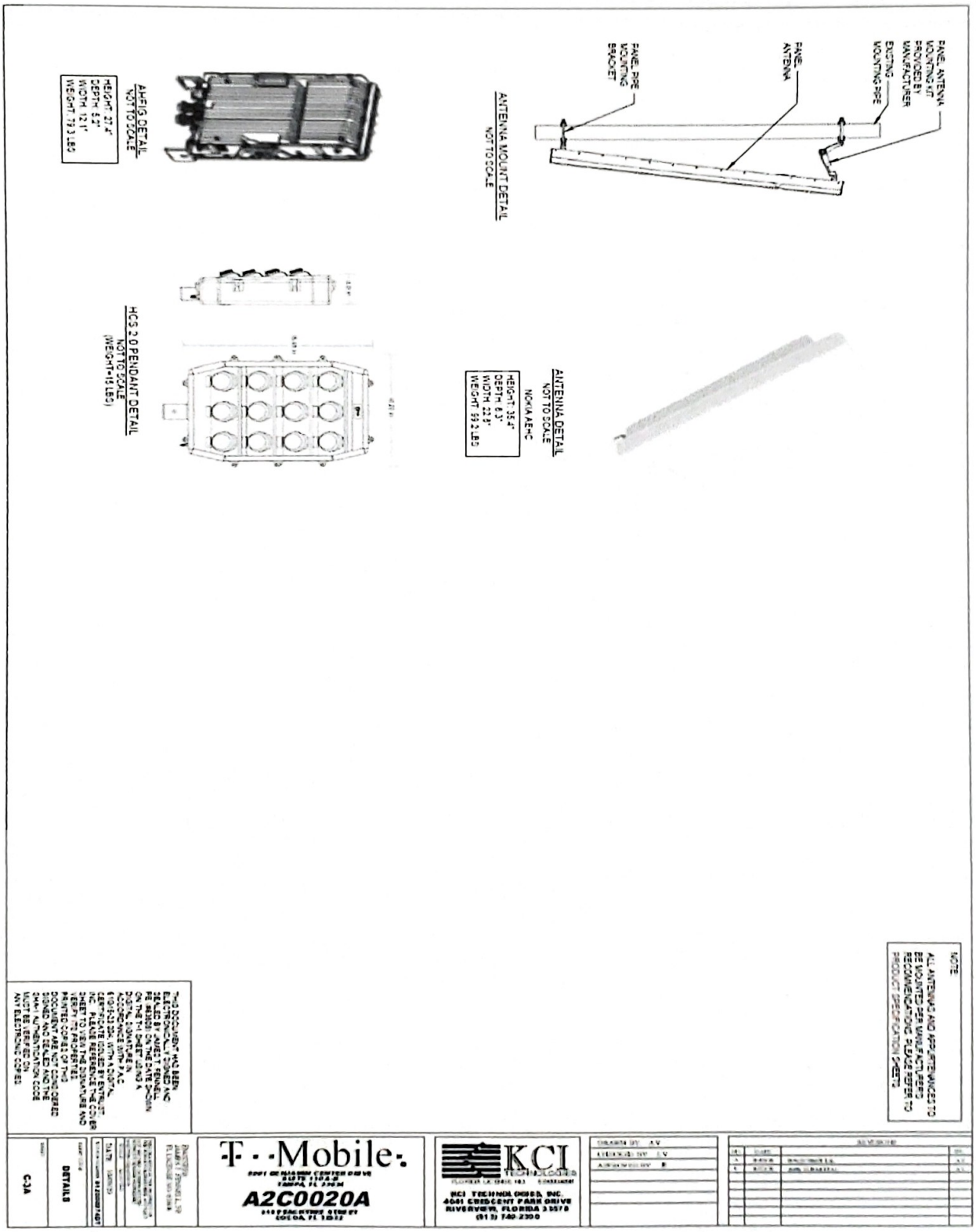
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Site Name: Cocoa Village WaterTank
Orlando



Legislation Details (With Text)

File #:	21-199	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	3/3/2021		**In control:**	City Council	
On agenda:	3/9/2021		**Final action:**		
Title:	Approval and allowance of an additional 30 days to execute a previously approved Binding Development Agreement between the City of Cocoa, Florida and M&R United, Inc. consistent with Appendix A Zoning of the City Code, to approve a conceptual development plan for a Single-Story Commercial Building type with retail development and a drive-thru use, on a parcel of land in the Waterfront Sub-district of the Cocoa Waterfront Overlay District, with conditions. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Development Agreement 12-9-20 Draft.pdf Exhibit B - Concept Plan (Final) 12-8-20.pdf Exhibit C - Building Elevations.pdf Exhibit D - Conceptual Landscape Plan 12-7-20.pdf Exhibit E - Traffic Impact Study.pdf Location Map.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 3, 2021
Agenda Date: March 9, 2021
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approval and allowance of an additional 30 days to execute a previously approved Binding Development Agreement between the City of Cocoa, Florida and M&R United, Inc. consistent with Appendix A Zoning of the City Code, to approve a conceptual development plan for a Single-Story Commercial Building type with retail development and a drive-thru use, on a parcel of land in the Waterfront Sub-district of the Cocoa Waterfront Overlay District, with conditions.

BACKGROUND:

On January 12, 2021, the City Council approved a Binding Development Agreement between the City of Cocoa, Florida and M&R United. The Development Agreement was valid for 30 days per the language provided on pages 10 and 11 of the agreement:

DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN DEVELOPMENT AGREEMENT THIRTY (30)

DAYS FROM THE DATE THAT THE CITY COUNCIL APPROVES THIS AGREEMENT, THIS AGREEMENT, AND THE DEVELOPMENT PERMIT APPROVALS REFERENCED HEREUNDER, SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.

Unfortunately, the applicant representing M&R United was not able to sign the agreement until after the 30 days had passed. Therefore, staff is requesting the Council consider the development agreement again and provide a new timeframe for signing. A condition has been added to the recommended motion that the document be signed by all parties within 15 days of Council's approval.

Note: The following text was provided in the original agenda item. Nothing new has been added.

The development agreement encompasses one parcel of land located between the east and west bound lanes of State Road 520 in Cocoa Village. The parcel is bound on the east by the Indian River Lagoon and on the west by Delannoy Ave. The parcel is addressed as 100 Delannoy Ave. and is further identified as Parcel ID: 24-36-33-06-*-7. The property has an unoccupied building, built in 1959, which was the former site of the SunTrust bank lobby and office.

The property owner desires to redevelop the site by constructing a Single-Story Commercial Building consisting of 2 retail spaces, each with 1, 713 sq.ft., and a Quick Serve Restaurant space totaling 2,500 sq.ft. with a drive-thru facility, which must be limited to a nationally recognized coffee shop chain.

The proposed Development Agreement is attached as Exhibit A. The Applicant has submitted a Concept Plan (Exhibit B) showing the proposed Single Story Commercial building with a drive-thru facility. In addition the following exhibits are attached: Exhibit C - Building Elevations, Exhibit D - Conceptual Landscape Plan and Exhibit E - a Traffic Study.

Of special note: a "drive thru facility" use requires approval of a Special Exception by the Board of Adjustment (BOA). The Applicant submitted a Special Exception application which was heard by the BOA on December 16, 2020. The Board voted to approve the Special Exception for the drive thru use with the following conditions:

1. The Special Exception shall not be effective until the applicant has secured all the permits and approvals necessary for any development related to the Special Exception, such as site plan approval. Such permits shall be obtained within one (1) year of the Board's approval.

2. If the use is extended, enlarged, or expanded, a Special Exception approval shall be required.

3. Approval of the Special Exception shall be dependent upon City Council approval of the related Development Agreement and subject to all terms and conditions contained therein.

Future Land Use Designation: Mixed-Use

Zoning District: CBD (Central Business District) and the

	Waterfront Sub-district of the Cocoa Waterfront Overlay District
Existing Land Use:	Vacant commercial building
Council District:	District 1 - Councilmember Alex Goins

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Mixed-Use	CBD and Waterfront S district	Offices and residentia condominium
South	Mixed-Use	CBD-CVO and Water Sub-district	Retail and other commercial uses
East	none	none	Indian River Lagoon
West	Mixed-Use	CBD and Cocoa Villag Sub-district	SunTrust bank with dr thru

Consistency with Code of the City of Cocoa

Consistent with Appendix A, Article XIII, Section 1(D), "All site plans shall be required to meet all current applicable code requirements."

The retail use is permitted under both the CBD and Waterfront Sub-district regulations. Under the CBD zoning district, the drive-thru facility use requires approval of a Special Exception by the Board of Adjustment (BOA). The applicant has submitted a Special Exception application which will be heard by the BOA on December 16, 2020 and will be conditioned upon City Council approval of the Development Agreement.

The bulk regulations of the CBD zoning district regulations are superseded by the regulations of the Cocoa Waterfront Overlay District (CWOD). The applicant proposes to construct a new building on the subject property under the "Single-Story Commercial Building" type as allowed under the Waterfront Sub-district of the CWOD.

The concept plan indicates that the proposed building will be under the 60% maximum of lot coverage and occupy a similar footprint location as the existing building. The "Single-Story Commercial Building" type has a maximum building height of one (1) story with a maximum of twenty (20) feet. The minimum frontage buildout required (50%) will be decreased by the development agreement to 0 for the east side, 23% for the north side and 16% for the south side.

The subject property currently has pedestrian access along the north, west and south property lines using existing sidewalks. The east side of the property abuts city right-of-way for Riveredge Blvd. A sidewalk in this location is not recommended as it would take pedestrians across the primary vehicle access point on the north side of the property.

Vehicle access is currently provided at five (5) locations: two on the north side (Willard St.), one on the west side (Delannoy Ave.) and two on the south side (King St.). The applicant consulted with the Florida Department of Transportation (FDOT) regarding access to the site from State Road 520. The concept plan for the redevelopment of this parcel addresses their feedback through the closing of three (3) of these access points. There will remain one access from Willard St. at the northeast corner of the parcel and one access from King St. at the southeast corner. A deceleration lane will be added along the south side of the parcel to move traffic slowing on King St. out of the thru-traffic lane before entering the parcel.

The Traffic Study submitted by the Applicant indicates that additional modifications to the site are necessary to ensure safe ingress and egress to the site. A section detailing these modifications was added to the draft development agreement including the addition of a raised pork-chop (median) to be installed on Willard St. just after the turn onto Riveredge Blvd.in order to create a deceleration lane for traffic slowing on Willard St. to move out of the thru-traffic lane.

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In addition, the Applicant was asked to address whether any negative safety impacts to motorists on SR 520 might arise due to queuing of the proposed drive-through. The Applicant's Traffic Study has demonstrated that, given anticipated wait times in the drive through and the location of the ingress/egress points on the site (which allow further queuing into the parking aisles if necessary), drive-through queuing/stacking should not occur to an extent that it may extend onto SR 520 and cause traffic hazards.

The parking requirements for retail use are one space per 600 sq.ft. Therefore the retail component of the use would require 6 parking spaces. The parking requirements for a fast-food restaurant with drive-thru use are one space per 200 sq.ft. plus 5 stacking spaces for the drive-thru, therefore the drive-thru use would require 18 spaces. The concept plan shows that the existing parking lot will be modified only slightly and will provide a total of 46 parking spaces, significantly above the number required.

The concept plan for landscaping provides a landscape buffer along all sides of the parcel. The east side of the parcel along with portions of the north and south sides will have a stormwater detention swale so landscaping along those areas will be moved back closer to the parking areas than would otherwise be the case. In addition, stormwater swales have been incorporated along the north and south sides of the property in the landscape buffer zone. However, there will be sufficient space to allow for installation of Florida-Friendly plantings. The west side of the parcel along with the remaining portions of the north and south sides contain the drive-thru stacking lane and the landscaping specific to that use.

The Cocoa Waterfront Overlay District, Article XI, Sec. 22(N), contains additional requirements for drive-thru establishments as follows:

(N) Drive Thru Establishments. Private frontage standards shall be met for drive thru establishments and must adhere to the following standards.

1) *Drive thru lanes shall be located in the rear of the building and not visible from any street.*
2) *Drive through lanes should be integrated into the building.*
3) *When access to a drive-thru facility from the rear of a site is not possible, then a side drive-thru is permissible provided that all of the following requirements are met:*

    a) *Drive-thru facilities shall be screened to minimize visual and noise impacts to residences and to preclude visibility from any streets or sidewalks. A masonry wall and landscape buffer shall screen drive-thru facilities. The wall shall be one foot higher than the facilities being screened on all sides where access is not needed;*

    b) *No portion of queuing or access lanes or driveways shall be located between the building and the street or within 40 ft. from the primary façade of the building; and*

    c) *Corner lots, the drive-thru shall be located on the side of the building that is furthest from the corner.*

The City recognizes the difficulty of meeting these requirements on a property that is bounded on all sides by public right-of-way. For that reason, the Developer has proposed to enter into the Development Agreement attached as Exhibit A, which would grant waivers for several of these requirements. Any future permitting shall be guided by the Concept Plan and Building Elevations attached thereto, including the proposed hedge buffer for the drive-through area. No masonry wall surrounding the entire drive thru lane passage will be provided, which may not be aesthetically pleasing. Instead a vegetative hedge will be installed to provide visual screening of vehicles in the drive thru lane and to help reduce the noise amplification that would be created by sound bounce-back from a solid masonry wall. Through the Development Agreement, the Applicant has proposed to provide a public parking easement for the parking lot on the property after the close of business hours for the nationally recognized coffee shop chain anchor tenant.

The submitted concept plan provides a four (4) foot landscape screen (hedge) along the north, east and south sides of the drive-thru stacking lanes. The plan also shows a concrete wall at the northwest and southwest corners of the parcel which would tie in to the hedge to provide additional screening at the corners.

Consistency with Comprehensive Plan Policies and Objectives

Policy 1.1.4.1: The City shall continue to promote vitality and redevelopment of the three community redevelopment

areas established pursuant to Chapter 163, F.S.: Cocoa (Downtown) Redevelopment Area, Diamond Square Redevelopment Area and U.S. 1 Corridor Redevelopment Area.

Policy 1.1.4.2: The highest densities and intensities of use in the Cocoa Redevelopment Area are in the Central Business District (CBD), designated commercial areas to the northwest of the CBD, designated mixed-use along US 1 and SR 520, and designated high-density residential areas as shown on the Future Land Use Map

Policy 1.1.4.3: The City shall redevelop the Central Business District as a viable business district while preserving the historic character of Cocoa Village and of adjacent historic resources, housing and residential neighborhoods, and with protecting natural resources.

Objective 1.2.1: Smart Growth Principles. New development in the City shall incorporate “Smart Growth” principles that will lead to compact development standards as opposed to conventional development standards that encourage urban sprawl.

Policy 1.2.1.2: Development in the Mixed-Use land use category shall provide pedestrian-friendly street design (examples: buildings close to street; providing porches, windows and doors oriented to the street; tree-lined streets; hidden parking lots; garages in rear; narrow, slow-speed streets).

Policy 1.2.1.7: Developments that require site plan review and approval shall be evaluated on the use of site and building design that emphasizes beauty, aesthetics, human comfort, creating a sense of place, special placement of civic uses and sites and human-scale architecture and amenities, especially at street level.

STRATEGIC PLAN CONNECTION:

Goal 3: Increase the economic prosperity of Historic Cocoa Village.
Objective 3.1: Ensure that there is adequate parking available to meet the needs of the downtown business patrons.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of this item on December 15, 2020.

Council approved this item on January 12, 2021.

RECOMMENDED MOTION:

Approval of a Binding Development Agreement between the City of Cocoa, Florida and M&R United, Inc. consistent with Appendix A Zoning of the City Code, to approve a conceptual development plan for a Single-Story Commercial Building type with retail development and a drive-thru use, on a parcel of land in the Waterfront Sub-district of the Cocoa Waterfront Overlay District with the following condition:

1. The Development Agreement shall be signed by all parties within 30 days of approval.

FORTINET

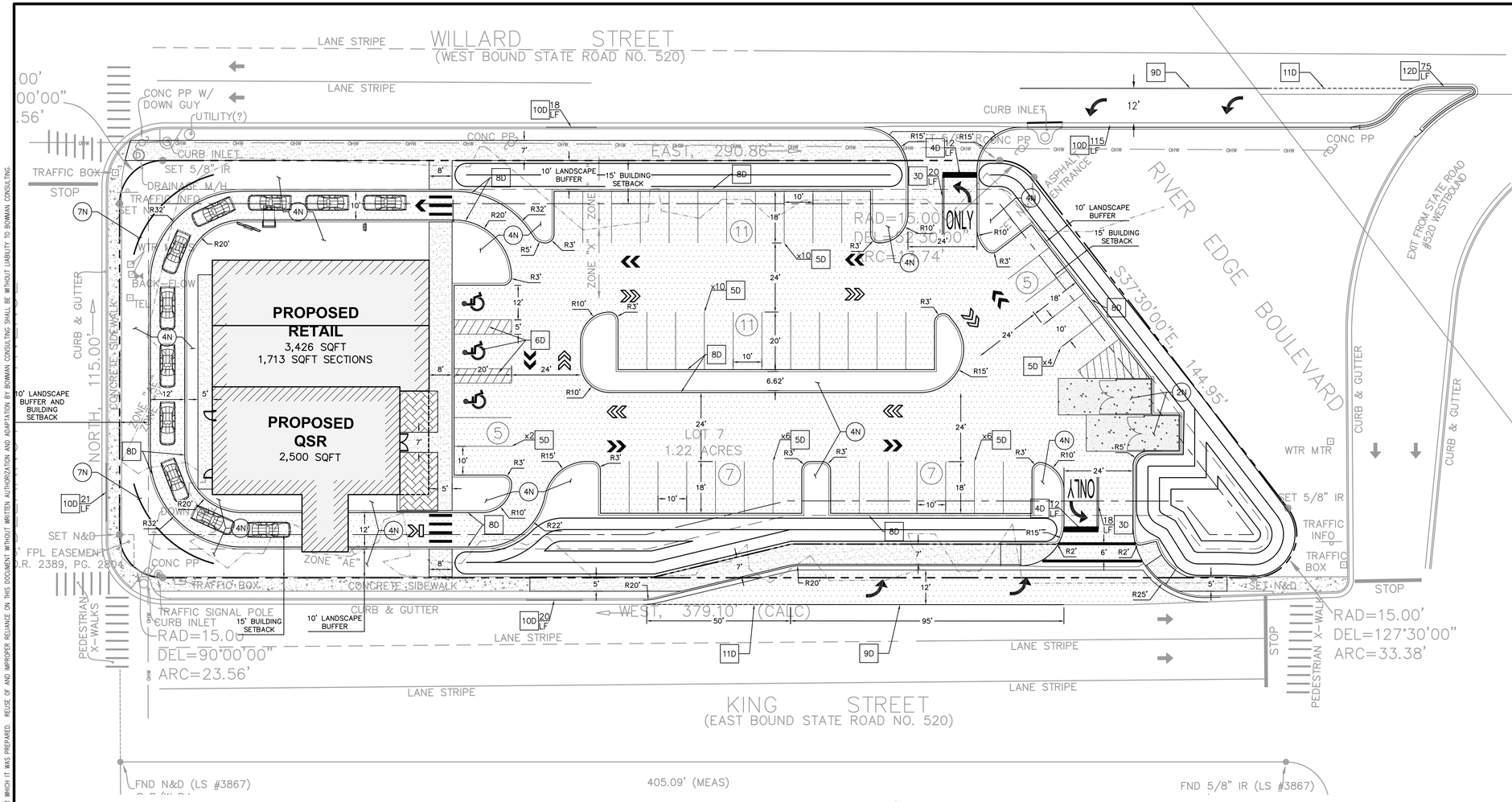
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GENERAL SITE NOTES

1. ALL PARKING DIMENSIONS SHOWN ARE TO THE FACE OF CURB.
2. ALL EXISTING EASEMENTS, RIGHTS-OF-WAY, AND LOT LINES MAY NOT BE SHOWN, REFER TO THE ALTA/ACSM LAND TITLE SURVEY PREPARED BY CLARSON & ASSOCIATES, INC. JUNE 6, 2017. CURRENT VERSION FOR COMPLETE BOUNDARY INFORMATION AND ASSOCIATED ENCUMBRANCES.
3. A PRE-CONSTRUCTION MEETING WITH COUNTY ENGINEER SHALL BE HELD PRIOR TO CONSTRUCTION COMMENCEMENT.
4. THIS PROJECT IS COMPRISED OF MULTIPLE LAND DONATIONS, DEDICATIONS, AND EASEMENTS WHICH HAVE BEEN OMITTED FROM THIS PLAN FOR CLARITY. REFER TO THE SURVEY PREPARED BY CLARSON & ASSOCIATES, INC. JUNE 6, 2017.
5. ST. JOHNS COUNTY SHALL BE GIVEN AT LEAST 48 HOURS NOTICE PRIOR TO PERFORMING ANY INSPECTIONS.
6. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE CURRENT EDITION OF THE FDOT DESIGN STANDARDS (600 SERIES) AND THE LATEST OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
7. DUMPSTER ENCLOSURE SHALL MEET THE REQUIREMENTS OF SECTION 6.06.04B(8) AND 6.06.04B(9) OF THE ST. JOHNS COUNTY LDC.
8. CONTRACTOR TO PROVIDE AS-BUILTS OF ALL IMPROVEMENTS TO THE SITE, PERFORMED BY A LICENSED SURVEYOR IN THE STATE OF FLORIDA. AS-BUILTS TO INCLUDE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, PIPES, FITTINGS, STRUCTURES, AND OTHER APPURTENANCES. ELEVATIONS OF PIPES AT CROSSING POINTS MUST BE SUFFICIENT TO IDENTIFY MINIMUM SEPARATION OF UTILITIES AS DEFINED BY F.A.C. RULE 62-555.314. IN ADDITION TO THE AFOREMENTIONED CRITERIA AS-BUILTS MUST MEET ALL LOCAL AND JURISDICTIONAL REQUIREMENTS FOR CERTIFICATION OF CONSTRUCTION.
9. SURROUNDING DEVELOPMENT AND ELEVATIONS WERE DETERMINED FROM DESIGN DRAWINGS BY OTHERS. CONTRACTOR TO FIELD VERIFY ALL ELEVATIONS AND DIMENSIONS PRIOR TO CONSTRUCTION AND CONTACT THE ENGINEER, IF DIFFERENT.
10. BILLBOARD AND POLE SIGNS SHALL BE PROHIBITED. GROUND AND FASCIA SIGNS SHALL COMPLY WITH ST. JOHNS COUNTY.
11. PROJECT WILL BE COMPLETED IN ONE PHASE IN COMPLIANCE WITH THE COMMERCIAL DESIGN STANDARDS SET FORTH IN THE ST. JOHNS COUNTY CODE.
12. IN ACCORDANCE WITH ANY VARIATIONS FROM COUNTY CODE MINIMUM STANDARDS REPRESENTED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE COUNTY COMMISSION ARE INVALID.
13. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.
14. IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE A PRE-CONSTRUCTION MEETING WITH ST. JOHNS COUNTY STAFF AFTER PLANS HAVE BEEN RELEASED FOR CONSTRUCTION BY THE COUNTY, AND PRIOR TO STARTING ANY SITE ACTIVITIES INCLUDING LAND CLEARING. THIS PRE-CONSTRUCTION MEETING WILL BE HELD IN CONJUCTION WITH THE ST JOHNS COUNTY UTILITY DEPARTMENT (SJCUD) MANDATORY PRE-CONSTRUCTION MEETING IF DONE PRIOR TO SITE ACTIVITY. HOWEVER, IF THE PROJECT FALLS OUTSIDE OF SJCUD JURISDICTION OR DOES NOT REQUIRE UTILITY WORK, PLEASE CONTACT CARL COLEE (DEPARTMENT REVIEW INSPECTORS SUPERVISOR) AT LEAST 48 HOURS IN ADVANCE TO SCHEDULE A MEETING. PHONE: (904) 209-0736, EMAIL: CCOLEE@SJCFL.US
15. A PERMIT IS REQUIRED FROM THE FIRE MARSHAL'S OFFICE FOR ALL FUEL TANKS CALL 904-209-1740 AND ASK FOR THE PLANS REVIEWERS. OUR OFFICE REQUIRES AN INSPECTION OF THE TANKS BEFORE COVER-UP. FOR ALL FUEL TANKS, PLEASE CONTACT JEAN RICHARDS, ENVIRONMENTAL PROGRAM SUPERVISOR, HAZARDOUS MATERIALS, CITY OF JACKSONVILLE (904-255-7137) AT LEAST 30 DAYS BEFORE INSTALLING THE TANK.
16. REFER TO ARCHITECTURAL PLANS FOR ALL SITE LIGHTING.
17. NO REPAIR AND/OR AUTOMOBILE SERVICE AREA IS PROPOSED FOR THIS SITE
18. THE SITE HAS HAD HISTORY OF PETROLEUM CONTAMINATION WITHIN THE SOIL AND GROUNDWATER. IN ORDER TO PREVENT ANY DISTURBANCE OR NEGATIVE HEALTH EFFECTS FROM ANY EXISTING CONTAMINATION PLUMES, PLEASE CONTACT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT (904)-256-1700 PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, CLEARING OR DISTURBANCE OF THE GROUND AND/OR ANY DEWATERING ACTIVITIES.
19. CONTACT ST. JOHNS COUNTY TRAFFIC DIVISION, HANK MEIN, 904-209-0170 OR SIGNAL LOCATE @ SJCFL.US FOR WORK WITHIN/BETWEEN/NEAR TRAFFIC LIGHT CONTROLLED INTERSECTIONS.
20. ALL SIGNAGE SHALL COMPLY WITH ARTICLE VII OF THE LAND DEVELOPMENT CODE.

SITE DATA

CURRENT LAND USE CLASSIFICATION:	COMMERCIAL, BANK
FUTURE LAND USE CLASSIFICATION:	–
CURRENT ZONING CLASSIFICATION:	CBD – CENTRAL BUSINESS DISTRICT
CURRENT LOCAL JURISDICTION:	CITY OF COCOA
OVERLAY DISTRICT:	COCOA WATER FRONT (WF)
FLOOD ZONE CLASSIFICATION:	ZONE AE – FEMA PANEL

NOTES

1N	POLE SIGN, PER ARCHITECTURAL PLANS
2N	DUMPSTER ENCLOSURE, PER ARCH PLANS, COLOR & FINISH SHALL MATCH BUILDING
3N	END CURB
4N	LANDSCAPE AREA (SEE LANDSCAPE PLANS)
5N	SITE LIGHTING (SEE LIGHTING PLANS)
6N	GREASE TRAP, SEE PLUMBING PLANS
7N	6' TALL MASONRY WALL

DETAILS

1D	36" X 36" STOP SIGN, PER FDOT STANDARD INDEX 11860
2D	30" X 36" RIGHT TURN ONLY SIGN, PER FDOT STANDARD INDEX 11860.
3D	DOUBLE YELLOW SOLID LINE STRIPE, PER FDOT STANDARD INDEX 17346, SEE LENGTH INDICATED AT SYMBOL
4D	24" WIDE WHITE THERMO PLASTIC STOP BAR, PER FDOT STANDARD INDEX 17346, SEE LENGTH INDICATED AT SYMBOL
5D	WHITE PARKING LOT STRIPING, PER FDOT STANDARD INDEX 17346
6D	ADA PARKING STRIPING, PER DETAIL SHEET D8.0
7D	ADA SIGN PER DETAIL SHEET D8.0
8D	TYPE "D" CURB, PER FDOT INDEX 300
9D	6" WIDE WHITE THERMO PLASTIC STRIPE, PER FDOT INDEX 17346
10D	TYPE "F" CURB, PER FDOT INDEX 300
11D	6" WIDE WHITE THERMO PLASTIC 2'-4' SKIP, PER FDOT INDEX 17346
12D	TYPE "A" CURB, PER FDOT INDEX 300

- HEAVY DUTY CONCRETE PAVEMENT
- STANDARD DUTY ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- STANDARD CONCRETE PAVEMENT (PARKING AREAS)
- CONCRETE PATIO AREA
- PAVEMENT MARKINGS, PER FDOT INDEX 17346
- SITE LIGHTING, PER PHOTOMETRIC PLAN RLA3

PROPOSED PARKING DATA

REQUIRED PARKING SPACES:	
QSR: 1 PER 4 SEATS PLUS 1 PER EMPLOYEE ON MAX SHIFT	
(84 SEATS/4) + 9 EMPLOYEES:	30 SPACES
RETAIL: 1 PER 600 GROSS SQUARE FOOTAGE	
(3426 SQFT/600):	6 SPACES
TOTAL REQUIRED PARKING:	36 SPACES
PROVIDED PARKING SPACES:	
QSR – STANDARD SPACES 10'x20'	34 SPACES
RETAIL – STANDARD SPACES 10'x20'	9 SPACES
ACCESSIBLE SPACES 12'x20'	3 SPACES
TOTAL PROVIDED PARKING SPACES	46 SPACES

PARKING NOTES

PARKING SHOWN CONTAINS 90° PARKING SPACES.
TYPICAL DIMENSIONS:
PROPOSED DIMENSION: WIDTH: 10'
CITY OF COCOA REQUIRED DIMENSION: WIDTH: 10'
PROPOSED DIMENSION: DEPTH: 20'
CITY OF COCOA REQUIRED DIMENSION: DEPTH: 20'

N

GRAPHIC SCALE
0 10' 20' 40'
(IN FEET)
SCALE: 1" = 20'

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CAD file name: P:\010597 – Southeast Petro\010597-01-001 (ENG) – Starbucks – Cocoa Village (Willard St)\Engineering\Engineering Plans\010597-01-D-CP-001-04-C1.0-SIT.dwg 12/8/2020

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COVER SHEET
COCOA RETAIL DEVELOPMENT
100 DELANNOY AVENUE
COCOA, FL 32922
BREVARD COUNTY
CITY OF COCOA

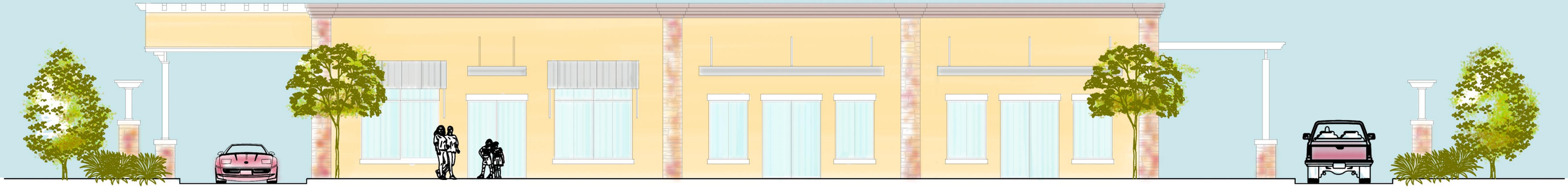
ANDREW J. PETERSEN LICENSE No. 75493 STATE OF FLORIDA PROFESSIONAL ENGINEER

ANDREW J. PETERSEN
LICENSE NO. 75493
12/08/2020

PLAN STATUS

DATE	DESCRIPTION	
ALW	ALW	AJP
DESIGN	DRAWN	CHKD

SCALE 1" = 20'
JOB No. 010597-01-001
DATE 12/08/2020
FILE 010597-01-D-CP-001-04-C1.0-SIT.DWG
SHEET C0



EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



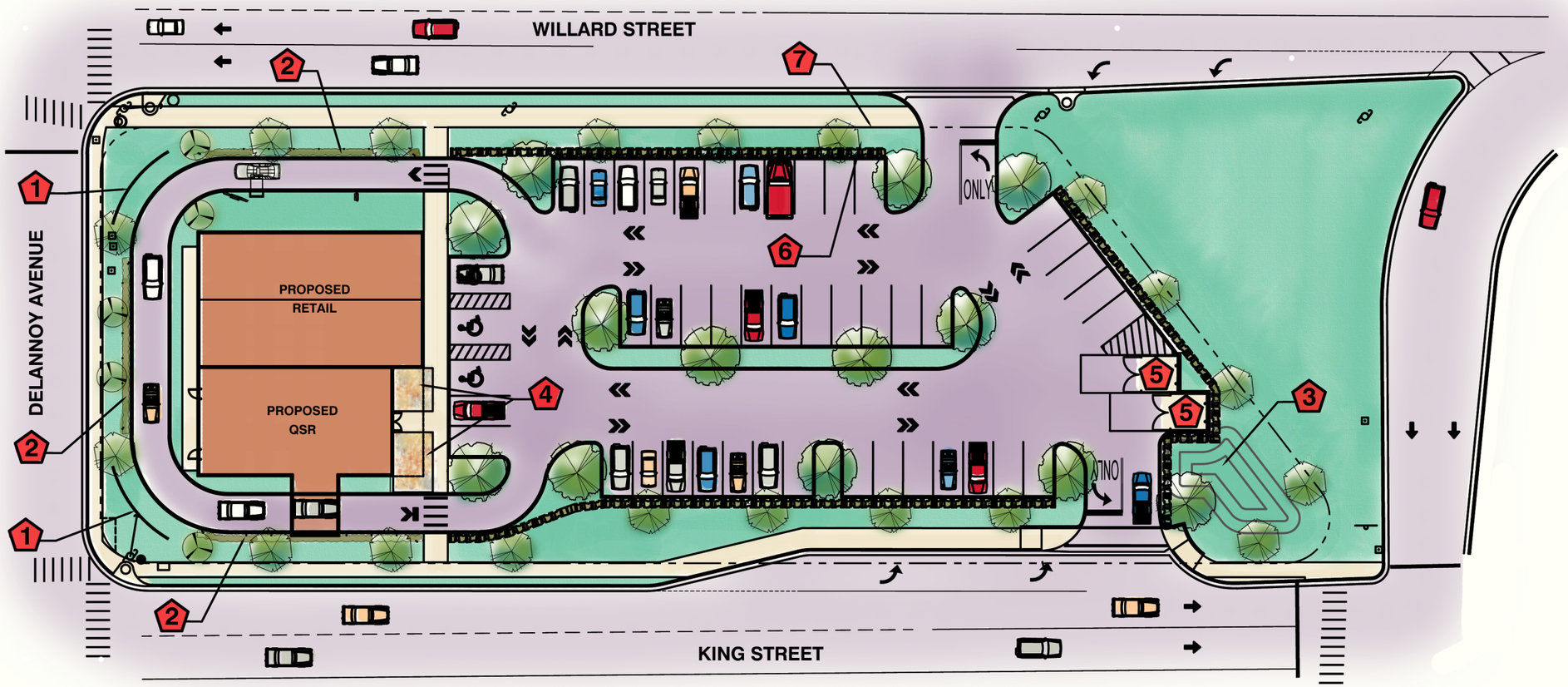
WEST ELEVATION

LANDSCAPE SYMBOL KEY

- RIGHT-OF-WAY BUFFER TREES
- VEHICULAR USE TREES AND TREE REMOVAL MITIGATION
- VEHICULAR USE 36" HT. SCREENING SHRUBS
- VEHICULAR USE 48" HT. SCREENING SHRUBS

HARDSCAPE DESCRIPTIONS

1. 6' HT. MASONRY WALL
2. 48" HT. DENSE VEGETATIVE SCREEN
3. DETENTION POND
4. OUTDOOR DINING PATIO
5. DUMPSTER
6. LANDSCAPE BUFFER
7. PROPERTY LINE



TRAFFIC IMPACT STUDY
Starbucks Retail Center
Cocoa, Florida

October 25, 2019

prepared for:

CITY OF COCOA PLANNING
& PUBLIC WORKS DEPARTMENT
FDOT-D5 TRAFFIC OPERATIONS

submitted on behalf of:

Southeast Petro, Inc.

prepared by:

MPH Transportation Planning, Inc.

QA/QC Engineer:
Angela Garland
Angela Garland, P.E., P.T.O.E.
FLA License # 55387
Pennoni

Project Manager:
Michael Hemmen
Michael Hemmen, AICP
Certificate # 012190

#

PROFESSIONAL ENGINEER ENDORSEMENT

I hereby certify that I am a Registered Professional Engineer in the State of Florida and practicing with Pennoni. Pennoni is authorized via CA License No: 7819 to operate as an Engineering Business by the Florida State Board of Professional Engineers, State of Florida Department of Professional Regulation. I have prepared or supervised the preparation of the evaluation, findings, conclusions, recommendations, or professional opinions/advice contained in this document. My endorsement constitutes my approval of these items.

PROJECT: Starbucks Retail Center

LOCATION: City of Cocoa, Brevard County, Florida

CLIENT: Southeast Petro, Inc

The results contained in this report were developed using procedures and references standard to the transportation engineering practice. These references and procedures were applied using professional judgment and experience.

Name: Angela M Garland, P.E., PTOE, RSP

P.E. No.: 55387

Date: November 1, 2019

Signature_____

#

#

#

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EXECUTIVE SUMMARY

The results of the Traffic Impact Study conducted for the 5,826 sq. ft. Starbucks Retail Center in Cocoa, Florida provides the following conclusions. The actual ***net new*** trip assessment for the proposed new retail center is **302 daily trips, 26 a.m.** and **20 p.m. peak hour trips**. There is a high percentage of pass-by trips associated with coffee shops which reduces total trip impacts. However, peak hour directional gross trips are used in driveway and turn lane operational analysis. The project is a new Starbucks Retail Center on the old SunTrust Bank parcel between King Street & Willard Street (SR 520) east of Delannoy Avenue adjacent to the Cocoa Village. The site plan calls for one driveway connection to King Street and Willard Street with no direct connection to Delannoy Ave.

The project is located within the city of Cocoa, Florida on SR 520 which is a divided 6-lane state roadway in the area of the project under the jurisdiction of FDOT-D5. There are traffic signals at both intersections with Delannoy Avenue. This study utilized data collected on site at the two Delannoy Avenue intersections. A formal traffic study methodology was submitted and approved by FDOT-D5 and the Cocoa Planning & Public Works Department. A copy of this methodology memo is included in the report appendix. A critical component of the study is intersection evaluation and turn lane evaluations at the project driveways. These analyses followed FDOT standard procedures. Cocoa Planning Department also asked for analysis of an alternative roadway alignment.

Results of the analyses conducted for this project indicate project traffic estimates can be absorbed into the adjacent traffic stream while maintaining both roadway and intersection level of service standards. Existing peak hour traffic on both one-way roads is significant. Turn lane analyses indicated there should be left turn lanes approaching both project entrances. Existing pavement on Willard Street west of Riveredge Blvd. can be re-striped with a taper and deceleration lane when entering from westbound SR 520. A similar lane should be provided on eastbound King Street at the project driveway. Therefore, it is safe to conclude that no change to the roadway geometry is required at either SR520/Delannoy Avenue intersection resulting from project impacts. Turn lanes are required at both project entrances.

INTRODUCTION

MPH Transportation Planning, Inc. (MPH) is assisting Southeast Petro Inc. and their project engineers with transportation impacts for the proposed new Starbucks retail center on SR 520 in Cocoa, FL. A study methodology was provided to FDOT-D5 Traffic Operations and Cocoa's Planning & Public Works Departments to determine the acceptable trip generation, distribution and analysis procedures for this project. It was determined that both a.m. and p.m. peak hour trip impacts would be evaluated for assessing driveway and intersection impacts.

Figure 1 - Project Location and Traffic Study Area provides location information with basic roadway data for the adjacent state and city roadways. ***Figure 2 – 2019 Existing Traffic Data*** indicates FDOT daily traffic data on SR 520. MPH collected a.m. and p.m. peak period turn movement data for all approaches at the two subject intersections. The highest hourly volumes are displayed for both traffic signal controlled intersections. This data was used to establish directional traffic volumes for the project and used in signal controlled intersection analysis. Access to the project site will utilize two (2) new driveways one each on King Street and Willard Street. The existing five (5) driveways will be closed as part of the site demolition and re-development.

This study contains an assessment of the proposed development utilizing trip rates from the Institute of Transportation Engineers (ITE) Trip Generation 10th Edition to determine daily and peak hour project traffic for the new land uses. Project trip distributions are based on adjacent street traffic volumes and locations of interacting land uses within the project's impact area. Utilizing this information, an assignment of peak hour project trips onto the local area roadway network are made for all adjacent roadway segments and the two traffic signal controlled intersections.

Although pass-by trip and internal capture trip reductions are applicable to this project the gross total driveway trip impacts are used for analyzing intersection level of service and turn lane requirements.



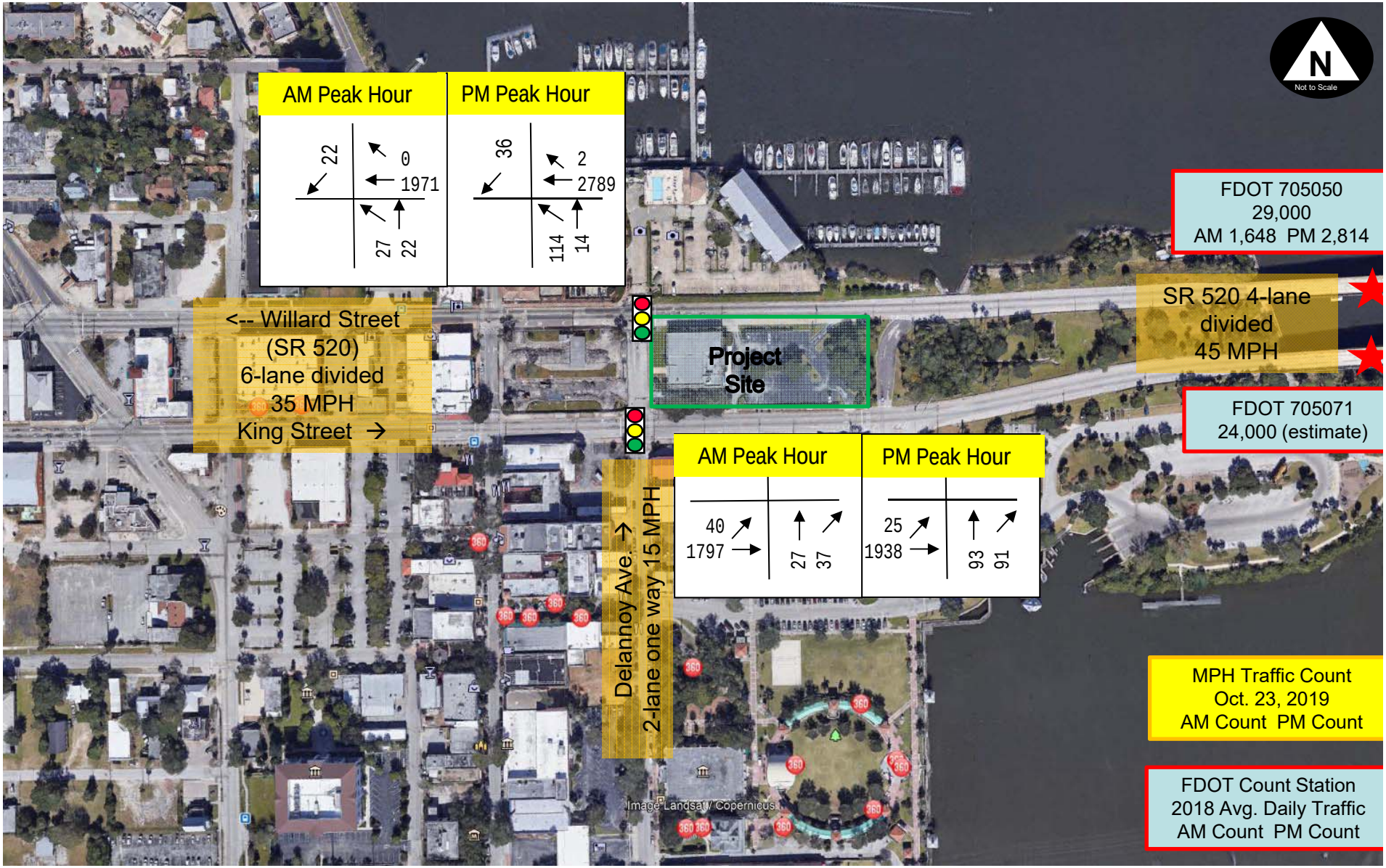
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Starbucks & Minor Retail – Cocoa, FL

Project Location with Traffic Study Area

Figure 1



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2019 Existing Traffic Data

Figure 2

EXISTING CONDITIONS

Roadway traffic volumes and peak hour directional traffic data were reviewed for this project at locations indicated on ***Figure 2 – 2019 Existing Traffic Data.*** Roadway segment daily volumes on SR 520 [FDOT Counts] are 29,000 vehicles on westbound Willard Street and estimated at 24,000 on eastbound King Street. The immediate roadway network, as depicted in Figure 1, consists of Delannoy Avenue to the west, Riveredge Blvd. to the east, King Street (SR 520 eastbound) to the south and Willard Street (SR 520 westbound) to the north.

SR 520 is a six-lane divided principal arterial roadway with a posted speed of 35 mph in the area of the project. It operates as a split pair of one-way roads with King Street as the eastbound half and Willard Street as the westbound half of the pair. The project site is located in the 150 foot separation between the two roads. It transitions to a 4-lane divided facility east of the project as it transitions to the series of bridges that link mainland Cocoa with Merritt Island and Cocoa Beach on the shores of the Atlantic Ocean. It is under traffic signal control at the intersection with Delannoy Avenue at both King and Willard Streets.

Delannoy Avenue is a one-way (northbound) city street that serves the Coca Village Center City area. It is a one lane road with an additional right turn lane at the approach to King Street. The area is comprised of small scale commercial and office uses within Cocoa Village and has high rise condominiums and marinas along the nearby waterways.

There is regularly scheduled transit service in the area. Brevard County buses run approximately every 15 minutes during peak periods in both directions on SR 520 linking downtown Cocoa with Cocoa Beach. No dedicated bike lanes are present on either roadway. Sidewalks are present on both sides of Delannoy Avenue and King Street the length of the project parcel. No sidewalks are present on either side of Willard Street.

Figure 2 also displays the critical directional traffic volumes during the a.m. and p.m. peak hours at the existing signal controlled intersections at Delannoy Ave./King St. & Willard St. These volumes are used later with new project traffic to analyze intersection impacts and turn lane requirements at the project driveways.

TRIP GENERATION

The Institute of Transportation Engineers (ITE) Trip Generation 10th Edition was used to calculate project trip estimates for the new land use for Daily & AM/PM peak hours. Trip information is summarized in ***Table 1 –Trip Generation*** below.

TABLE 1: Project Trip Generation
Starbucks & Retail Center
Cocoa, Florida

									820	***937***
									34%	89%
Land Use					Distribution		Trips		Pass	**Net**
Description	ITE	ITE Trip Rates	Unit*	Trips	In	Out	In	Out	By	**Trips**
Retail Center	820	(T) = 37.75 (X)	3.426	129	50%	50%	65	65	44	85
Starbucks w/Drive-thru	937	(T) = 820.38 (X)	2.400	1969	50%	50%	985	985	1752	217
		Daily Trips		**2098**			1049	1049	1867	302
Retail Center	820	(T) = 0.94 (X)	3.426	3	62%	38%	2	1	1	2
Starbucks w/Drive-thru	937	(T) = 88.99 (X)	2.400	214	51%	49%	109	105	190	24
		AM Peak Hour Trips		**217**			111	106	191	26
Retail Center	820	(T) = 3.81 (X)	3.426	13	48%	52%	6	7	4	9
Starbucks w/Drive-thru	937	(T) = 43.38 (X)	2.400	104	50%	50%	52	52	93	11
		PM Peak Hour Trips		**117**			58	59	97	20

*Units: ksf = 1,000 sq. ft. Source: *ITE 10th Edition Trip Generation*

As noted, there is a high percentage of pass-by traffic associated with the Starbucks coffee shop (89%). This is typical in that it is primarily a quick stop on the way to/from work, school or recreational activities. However, the total project trip volumes are always used in driveway and intersection analyses to determine the operational integrity of those roadway connections.

This data is used to develop external distribution of project trips onto the adjacent roadway network to/from the project site as discussed in the next section of this report.

TRIP DISTRIBUTION

The distribution of project trips on the roadway is a manual assignment derived from the peak hour traffic data collected on the adjacent roadway and review of existing locations of interacting land-uses. Trip generation numbers from Table 1 are factored by these nominal distribution criteria to develop trip impact estimates for the adjacent roadway segments to the project site. The results of these calculations are displayed in ***Figure 3 – AM & (PM) Peak Hour Impacts*** and in ***Table 2 – Project Trip Distribution*** below.

TABLE 2:Project Trip Distribution
Starbucks & Retail Center

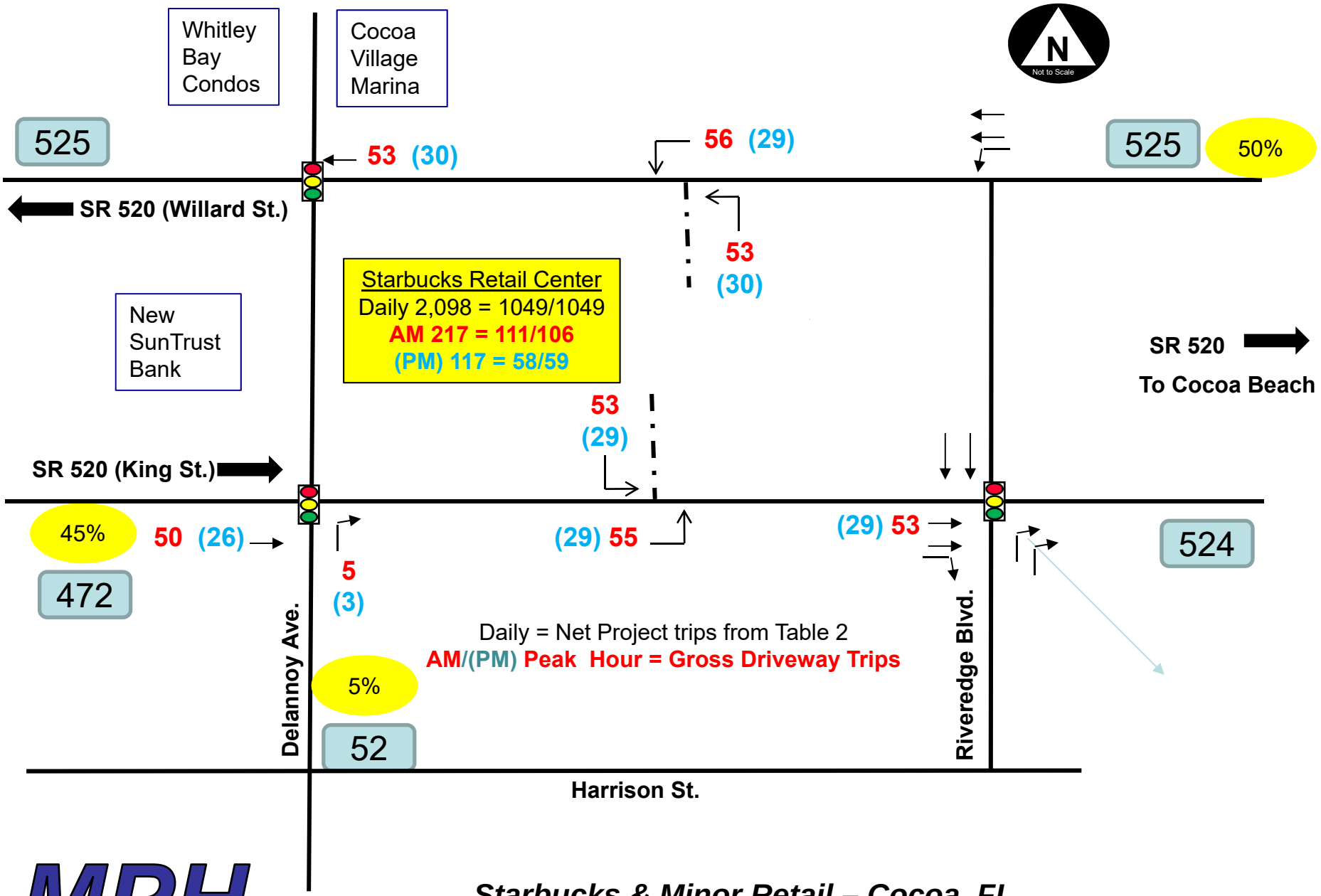
Daily Project Trips		**Enter**	**1049**	**Exit**	**1049**	**2-Way**
Roadway	**Segment**	**%**	**Trips**	**%**	**Trips**	**Total**
SR 520 King St.	East of Project	50%	525	50%	525	1050
SR 520 Willard	West of Project	45%	472	50%	525	997
Delannoy Ave.	South of project	5%	52	0%	0	52
	Total	100%	1049	100%	1050	2099

AM Peak Hour Project Trips		**Enter**	**111**	**Exit**	**106**	**2-Way**
Roadway	**Segment**	**%**	**Trips**	**%**	**Trips**	**Total**
SR 520 King St.	East of Project	50%	**56**	50%	53	109
	West of Project	45%	50	50%	53	103
Delannoy Ave.	South of project	5%	5	0%	0	5
	Total	100%	111	100%	106	217

PM Peak Hour Project Trips		**Enter**	**58**	**Exit**	**59**	**2-Way**
Roadway	**Segment**	**%**	**Trips**	**%**	**Trips**	**Total**
SR 520 King St.	East of Project	50%	29	50%	29	58
	West of Project	45%	26	50%	29	55
Delannoy Ave.	South of project	5%	3	0%	0	3
	Total	100%	58	100%	58	116

Project Distributions are estimated from adjacent street traffic & interacting land uses
Peak hour project trips represent the gross driveway impacts from Table 1

Peak-hour trip impacts provide driveway detail for intersection and turn lane analysis for site plan review. Driveway evaluation consists of the gross trips entering or exiting the site. The highest directional project traffic impact during the peak hour would be: **56** vehicles on westbound SR 520 (Willard St.) turning left into the project site in the AM peak hour. There would be 55 AM peak trips turning into the site from eastbound SR 520 (King St.) during the morning peak hour as well.



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Starbucks & Minor Retail – Cocoa, FL

AM & (PM) Peak Hour Impacts

ROADWAY LEVEL OF SERVICE (LOS) ANALYSIS

Data for Cocoa/Brevard County roadway level of service (LOS) for SR 520 was extracted from their database and FDOT Quality/Level of Service (Q/LOS) tables for roadway segments within urban areas was applied to the two roadway segments. ***Table 3: Roadway Level of Service*** provides the most recent available data for roadway segments adjacent to the project site.

Table 3 - Roadway Level of Service (LOS)

Starbucks & Retail Center

Cocoa, Florida

Roadway	Segment #/Description	Period	MSV	Existing	Res'vd.	Project	V/C	LOS
King Street	US 1 to S. Courtenay Pkwy	PM Peak	3,624	1,963	0	29	55%	C
Willard Street	US 1 to S. Courtenay Pkwy	PM Peak	3,624	2,791	0	29	78%	D

Source: Maximum Service Volume (MSV) from FDOT Los Table 7 (LOS D) Class 1 roadway x 1.2 for one way road.
Existing Traffic from Oct. 23, 2019 MPH site specific intersection counts.
Project trips represent PM Peak Hour traffic from Table 2. PM adjacent roadway traffic is highest peak hour.
Project trips are gross impacts not accounting for pass-by trip reductions.

As indicated in the table above, no reserved trips are recorded for this roadway segment. There are no known approved development projects that would increase traffic on the roadway segments adjacent to the project site. The resulting LOS standard is below the capacity associated with these roadways.

The PM Peak Period was used in roadway analysis as the resulting volumes (Existing + Project) are significantly higher in the PM period than the AM. The higher AM project volumes will still be analyzed in the next section of the report dealing with intersection and turn lane analyses. The next section of the report addresses traffic operational impacts at the two signalized intersections and project driveways.

INTERSECTION ANALYSIS

Highway Capacity Software (HCS) was utilized to analyze the traffic impacts at the project driveway locations on SR 520 and at the two (2) signal controlled intersections on Delannoy Avenue. The highest peak hour traffic volumes from the field data collection in October 2019 were analyzed using HCS software to establish the existing traffic level of service. The existing peak hour movements in ***Figure 2 – 2019 Existing Traffic Data*** were added to the peak hour project estimates displayed in ***Figure 3 – AM & (PM) Peak Hour Project Impacts*** to establish future (2020) existing plus project conditions (E+P). The additional intersection impacts should easily be accommodated at the intersection under current signal control without the need for geometric or system control modifications. Results are displayed in ***Table 4 – Intersection Impacts***.

Table 4 - Intersection Impacts

Signal Controlled Intersection Impacts

Approach	***SR 520 - King Street***						***Delannoy Ave.***						
AM Peak	Eastbound						Northbound						
Movement	Lt	Thru	Rt	Lt	Thru	Rt	Left	Thru	Rt	Left	Thru	Rt	Totals
2019	40	1797						27	37				1901
Project		**50**							**5**				**55**
2020	40	1847						27	42				1956
PM Peak	Eastbound						Northbound						
Movement	Lt	Thru	Rt	Lt	Thru	Rt	Left	Thru	Rt	Left	Thru	Rt	Totals
2019	25	1938						93	91				2147
Project		**26**							**3**				**29**
2020	25	1964						93	94				2176

Approach	***SR 520 - Willard St.***						***Delannoy Ave.***						
AM Peak				Westbound			Northbound			Southbound			
Movement	Lt	Thru	Rt	Left	Thru	Rt	Lt	Thru	Rt	Lt	Thru	Rt	Totals
2019					1971	0	27	22				22	2042
Project					**53**								**53**
2020					2024	0	27	22				22	2095
PM Peak				Westbound			Northbound			Southbound			
Movement	Lt	Thru	Rt	Left	Thru	Rt	Lt	Thru	Rt	Lt	Thru	Rt	Totals
2019					2789	2	114	14				36	2955
Project					**30**								**30**
2020					2819	2	114	14				36	2985

Notes: 2019 traffic volumes from Figure 2, Project Traffic (BOLD) from Figure 3.

The HCS signal controlled intersection analysis module was utilized to analyze both intersections with existing (2019) and existing + project (2020) traffic. Signal timings were field measured during both a.m. & p.m. peak periods. Signal cycle times varied between 150 and 180 seconds with the 150 second cycle the most prevalent. The majority of green time was allocated to the predominant east-west SR 520 (King St. & Willard St). Northbound Delannoy Avenue traffic would get 10 to 15 seconds of green time dependent on approach volume. There was a 5 second lag between the King Street and Willard Street signals so the 150-foot length between the two intersections could be traversed by the northbound traffic. At no time was there a residual queue at any approach to the two intersections. All stopped vehicles cleared the intersection during the prescribed green time allocation. The output from this scenario is summarized in ***Table 5 –Intersection Level of Service (LOS)***. This exercise was used to illustrate the minimal reduction in LOS anticipated with the few additional project movements anticipated from the proposed development. There was no decrease in project traffic volumes with applicable pass-by trip reductions. Total (gross) project volumes were used in calculating LOS to provide a conservative calculation approach to the analysis. Established signal cycle times were maintained at 150 seconds for the AM and PM peak.

Table 5 - Intersection Level of Service (LOS)

Traffic		SR 520 King Street				Delannoy Ave.					
Signal		EB				NB				Intersection	
Control		LOS	Delay			LOS	Delay			LOS	Delay
2019	AM	A	3.9			C	33.4			A	4.7
2020	AM	A	4.0			C	30.7			A	4.7
2019	PM	A	4.2			D	44.3			A	7.0
2020	PM	A	4.2			D	43.3			A	7.0
Traffic		SR 520 Willard Street				Delannoy Ave.					
Signal		EB		WB		NB		SB		Intersection	
Control		LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
2019	AM			A	5.9	E	64.9	A	1.6	A	7.3
2020	AM			A	6.1	E	64.9	A	1.6	A	7.5
2019	PM			B	17.7	E	64.2	A	3.0	B	19.7
2020	PM			A	18.4	E	64.2	A	3.0	C	20.3

Delay expressed in AVERAGE seconds per vehicle.

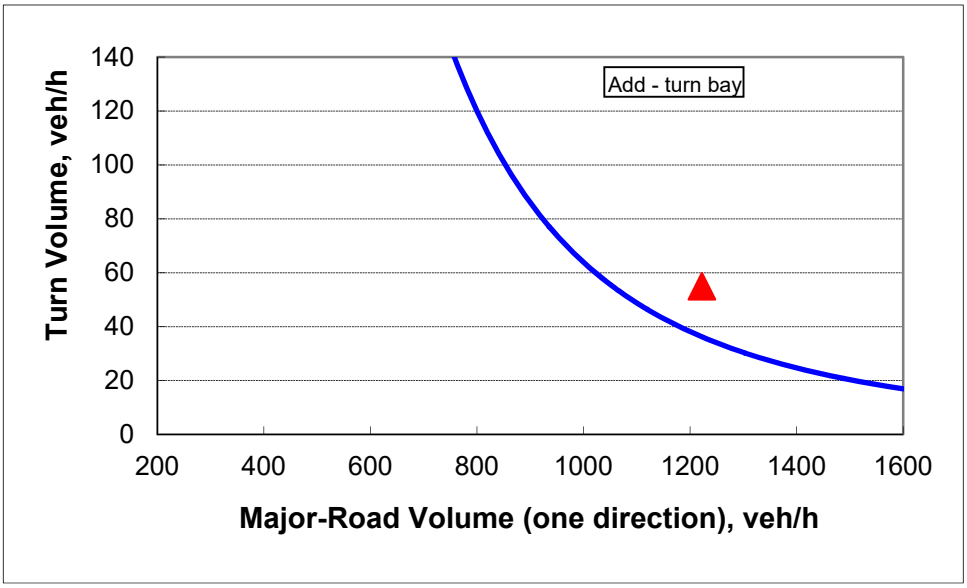
SR 520 operates at level of service standards with the 2019 existing plus project traffic. Detailed copies of the Highway Capacity Software printouts are included in the appendix.

TURN LANE ANALYSIS

Turn lane analysis was required by FDOT-D5 for both directions at the proposed project entrances on SR 520 eastbound King St. and westbound Willard St.. FDOT guidelines were used in assessing the need for turn lanes at both project driveways. Both driveways are on one-way streets with left turn movements from advancing traffic to enter the project site.

King Street (eastbound SR 520): FDOT criteria for evaluating turn lanes is established in the FDOT Driveway Information Guide. The recommended FDOT procedures extracted from NCHRP Report 457: Evaluating Intersection Improvements are illustrated below. Applying the right turn criteria for a given number of turning movements out of an advancing through traffic volume at a known speed produces the following results. This location has three eastbound lanes with one terminating as a right turn lane at Riveredge Blvd. Factoring the peak hour eastbound traffic count (1837) by 2/3 results in 1230 of the peak hour traffic as the through volume for this calculation.

Input Variables: 2-lane one-way road	Value
Major-road speed, mph:	35
Major-road volume (one direction), veh/h:	1230
Left-turn volume, veh/h:	55
Output Variable	**Value**
Limiting left-turn volume, veh/h:	36
Guidance for determining the need for a major-road left-turn bay for a 2-lane one-way roadway:	
Add right-turn bay.	



The results of the analysis indicate a turn lane should be provided into the project from King Street to minimize potential conflicts between left turning vehicles and following through vehicles. FDOT Roadway Design Standards for turn lanes indicate at 35 mph the turn lane should be 145 feet inclusive of taper. As the entrance is a free flow movement no additional length is required as no stopped queue results from this movement.

Willard Street (westbound SR 520): Westbound a.m. peak hour traffic is greater on Willard Street than on King Street. The entering traffic is 56 vehicles so a turn lane is also required on Willard Street at the project entrance. There is existing pavement on Willard Street beyond the left turn diverge onto Riveredge Blvd. coming off the bridge that will be re-striped with a taper and full lane width approaching the project entrance. That lane continues west beyond the project driveway to Brevard Avenue as a left-turn-only lane with the two outside lanes as continuous through traffic lanes. This lane utilization on Willard Street minimizes potential vehicle conflicts at the project driveway for entering and exiting project traffic.

ALTERNATIVE ROADWAY DESIGN TRAFFIC OPERATIONS ANALYSIS

City of Cocoa staff requested that a potential alternative roadway configuration be analyzed with this project. FDOT-D5 forwarded a copy of a proposed design modification to make Riveredge Blvd. two-way between King St. and Willard St. A copy of the planned improvement is included in the report appendix. The design also includes a third driveway connection to the Starbucks parcel from Riveredge Blvd. that has several disadvantages for the Starbucks project. There are also several traffic operational and safety concerns as well with the proposed design. These are all itemized below:

1. The driveway entrance as illustrated into Starbucks would eliminate 6 parking spaces that could not be recovered elsewhere on the parcel.
2. The design concept would adversely impact the site storm water pond.
3. That entrance requires an immediate right turn off the exit lane from the SR 520 causeway at much higher speeds and without any diverge or turn lane separating exiting Riveredge Blvd. traffic and traffic entering the project.
4. The design does not include the required left turn lane into the project from SR 520-Willard Street.
5. The design requires re-configuration of the traffic signal on SR 520 eastbound (King Street) at Riveredge Blvd. including new traffic signal heads.
6. This redesign includes utility relocation for storm water and the traffic controller.
7. This design places northbound Riveredge Blvd. traffic heading onto westbound Willard Street (SR 520) at risk as they are not under traffic signal control.
8. There is also sight distance concerns for this left turn maneuver at this location with both the existing vegetation and horizontal roadway curvature coming off the bridge. Additionally there is a whole travel lane separation across the turn lane.
9. The posted speed on the bridge is 45 mph transitioning to 35 mph just 400 feet prior to the diverge onto Riveredge Blvd. Spot speed checks indicated vehicles traveling well above the posted speed at this location.
10. Delannoy Avenue provides safe travel options to access Willard Street (SR 520) westbound under traffic signal control less than 500 feet to the west on Harrison St. It accommodates all existing traffic within LOS standards.
11. No data analysis used to create this design was available for review so there is no way to determine what benefits are forthcoming from this expensive roadway improvement.

Based on the less than desirable traffic operational issues associated with this design modification, this analyst would advise against committing to a design that raises questionable safety and liability issues. There is no benefit to the Starbucks Retail Center from this design concept.

CONCLUSIONS and RECOMMENDATIONS

Based on the data and analysis provided in the previous sections of this report the following conclusions on traffic operations and recommendations for potential mitigation are provided below.

Conclusions:

1. The proposed Starbucks Retail Center development within the city of Coca is estimated to generate 2,098 daily trips with only ***302*** *net new* daily trip impacts to SR 520. The Starbucks land use category has a very high pass-by rate associated with its traffic. The majority of a coffee shop's business comes from traffic already on the adjacent street traffic stream. A quick stop on the way to/from work, school or recreational activities comprises the usual customer.
2. The AM peak hour will have 217 total trips entering/exiting the site of which only 26 will be new trips impacting the adjacent roadways. PM Peak hour traffic will have approximately 117 trips impacting SR 520.
3. HCS intersection analysis using existing traffic counts collected by MPH staff in October 2019 indicate peak hour traffic meets LOS standards on SR 520 and at the two intersections on Delannoy Avenue at SR 520 under traffic signal control with the addition of project traffic.
4. Turn lane analyses following the FDOT criteria for right (left) turn lanes from free flow conditions for through traffic indicate left turn lanes **are** required to maintain existing level of service standards with the addition of project traffic on SR 520.
5. Existing pavement is available on Willard Street (westbound SR 520) that can be restriped to provide a short left turn lane into the site.
6. A design modification is required for the current site plan to accommodate a new left turn lane into the site from King Street (eastbound SR 520) and to improve on-site traffic circulation.

Recommendations:

1. Approve the project driveway connections to SR 520 with the provision of turn lanes approaching both project entrances.
2. FDOT Design Standards for an urban road with a 35 mph posted speed suggest a total turn lane inclusive of taper at 145 feet.

APPENDICES: Correspondence and Documentation

Appendix A: Correspondence

MPH Transportation Planning Inc.
1725 Riverbirch Hollow
Tallahassee, FL 32308

Telephone (850) 510-6461
mphemmen@comcast.net

October 21, 2019

Methodology Memo: Traffic Impact Analysis (TIA) for Starbucks/Minor Retail Store
Proposed Location: SR 520 at Delannoy Avenue in Cocoa, FL [MPH 19-16]

Project Description:
MPH is providing transportation support services to Southeast Petro, Inc. for a proposed 2,400 sf Starbucks and 3,426 sf retail store on SR 520 at Delannoy Avenue in Cocoa, Florida. The project is a new development on a parcel previously occupied by an old SunTrust Bank which is to be demolished as displayed in Figure 1. The following information provides the basic data required for an assessment of the daily, a.m. & p.m. peak hour trip impacts required to address traffic operations concerns.

Level of TIA:
The project has more than 100 peak hour two-way net trips. A standard TIA will be provided to assess intersection impacts and project driveways. FDOT-D5 has previously reviewed the site plan and approved the reduction of project driveway entrances from 5 to 2. A formal TIA is being provided for this project for all review agencies to assess turn lane requirements and the adjacent traffic signal controlled intersections.

Site Location Map:
The attached Figure 1 shows the physical location of the proposed building.

Study Area Map:
The attached Figure 1 shows the proposed limits of the study area.

Site Plan:
The attached Figure 2 shows the proposed building and access driveways along with proposed site modifications.

ITE 10th Edition Trip Generation:
ITE Land Use Codes 820 Retail Store and 937 Coffee Shop w/Drive-thru are used to estimate project trip impacts. The evaluating criteria is gross building square footage. Pass-by rates are applicable for both land uses. However, the gross project trips are used in assessing driveway impacts and turn lanes.

Trip Distribution:
Trip distribution will be based on site specific data collected at the SR 520/Delannoy Ave. intersections. The local area is densely populated with residential condominiums and small commercial developments. Therefore the trip distribution will reflect this concentration of interacting land uses when assigning project trips to the adjacent roadway network.

Concurrency Roadways within the study area:
SR 520: King & Willard Streets from US 1 to S. Courtenay Pkwy.

Critical project issues:
None anticipated from project impacts. Turn lane analysis required for both project entrances.

Proposed Growth Rate:
None. Project is normally constructed and open for business within 150-180 days of permit approvals. No increase in adjacent street traffic is anticipated within the next 6 months.

Traffic Counts:
The latest FDOT counts available from the FDOT Traffic Online database will be utilized along with any the City of Cocoa may have from recent traffic study submittals. MPH will collect a.m. & p.m. peak hour turn movement counts at the following location: Delannoy Avenue at SR 520 (King & Willard Streets). As indicated on Figure 2: Study Area Map.

Signalized or major study area intersections to be analyzed:
SR 520 (King & Willard Streets)/Delannoy Avenue. Data collection scheduled for Oct. 23, 2019.

If further consultation or modification to any of the items above is required, please call me at (850) 510-6461 anytime during normal business hours to discuss.

Sincerely,

Mike Hemmen

Mike Hemmen, AICP – President
Certificate # 012190
MPH Transportation Planning, Inc.

Transportation Engineer in Charge of Traffic Study:

*Angela Garland_*

Angela Garland, P.E., P.T.O.E.
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Mike Sanders	FDOT-D5 Traffic Operations Manager	michael.sanders@dot.state.fl.us
Angela Garland, P.E.	Pennoni, Inc. – QA/QC Engineer	agarland@pennoni.com

Attachments: Figure 1: Project Location & study area
Figure 2: Site Plan

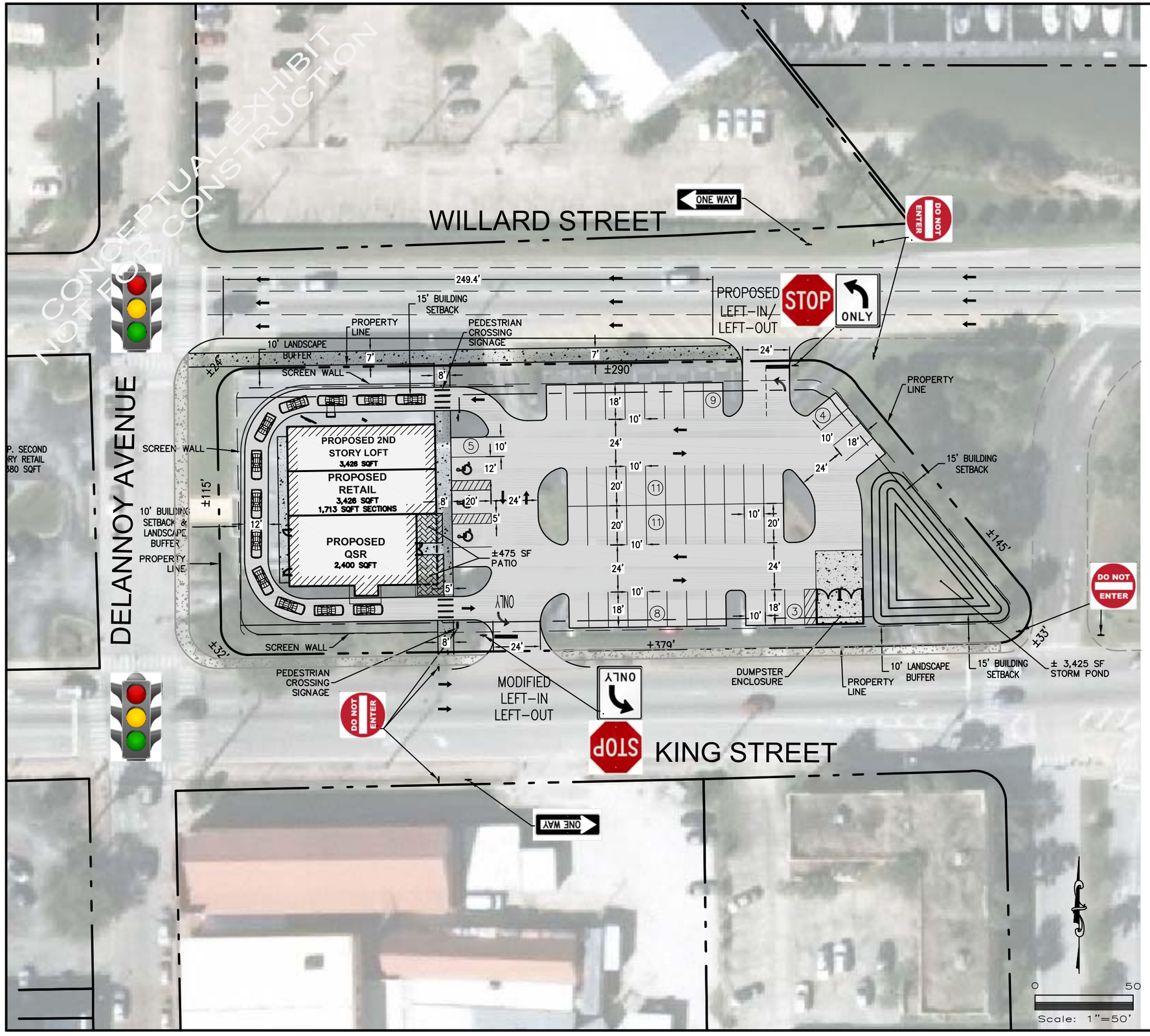


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Starbucks & Minor Retail – Cocoa, FL

Project Location with Traffic Study Area



SITE DATA TABLE

SITE NAME	COCOA QSR WITH RETAIL
ADDRESS	100 DELANNOY AVENUE
PARCEL ID	24-36-33-06-*-7
JURISDICTION	CITY OF COCOA
ZONING DESIGNATION CURRENT	CBD – CENTRAL BUSINESS DISTRICT
OVERLAY DISTRICT	COCOA WATER FRONT (WF)
PARCEL SIZE	± 1.23

SETBACKS:	BUILDING (MIN/MAX)	BUFFERS
FRONT (DELANNOY)	0'/10'	10'
SIDE (KING & WILLARD)	10'/15'	10'
REAR (RIVERS EDGE)	10'/15'	10'

PARKING:

REQUIRED:
QSR: 1 PER 4 SEATS PLUS 1 PER EMPLOYEE ON MAX SHIFT
RETAIL: 1 PER 600 GROSS SQUARE FOOTAGE
(84/4) + 9 = 30 + (3,426/600) = 36 SPACES
SECOND STORY LOFTS: 2 PER DWELLING UNIT
2 UNITS * 2 SPACES = 4 SPACES
REQUIRED = 40 SPACES

PROPOSED:

QSR:	STANDARD	= 38
	ADA SPACE	= 2
	TOTAL	= 40
RETAIL:	STANDARD	= 6
	ADA SPACE	= 1
	TOTAL	= 7
LOFT:	STANDARD	= 4
	TOTAL	= 4
	GRAND TOTAL	= 51

CONCEPTUAL PLAN NOTES:

CONDITIONS MAY EXIST THAT COULD RESTRICT THE DEVELOPMENT OF THIS SITE AS SHOWN. THIS DRAWING IS INTENDED TO BE CONCEPTUAL ONLY AND ADDITIONAL RESEARCH AND DESIGN WOULD BE REQUIRED FOR THE PREPARATION OF A SITE PLAN THAT MEETS LOCAL JURISDICTIONAL CODES.

BCG DOES NOT PURPORT THAT THIS SITE CAN BE DEVELOPED AS SHOWN. THE PURCHASE OF THIS SITE SHALL BE AT THE OWNER/DEVELOPER'S SOLE EXPENSE.

STORMWATER MANAGEMENT FACILITY SHOWN ON THIS PLAN ARE PURELY CONCEPTUAL AND IS SUBJECT TO CHANGE UPON FINAL CIVIL DESIGN. BCG DOES NOT PURPORT THAT WHAT IS SHOWN IS ADEQUATE TO MEET ALL JURISDICTIONAL REQUIREMENTS.

NO SITE VISITS HAVE BEEN PERFORMED TO ENSURE THE ACCURACY OF THE AERIAL IMAGE SHOWN HEREON.

THIS EXHIBIT IS NOT INTENDED TO BE USED AS A CONSTRUCTION DOCUMENT, AND SHOULD NOT BE CONSTRUED IN ANYWAY TO BE USED FOR CONSTRUCTION PURPOSES.

PROPOSED LEGEND

- PROPERTY LINE
- BUILDING SETBACK LINE
- LANDSCAPE BUFFER
- EASEMENT
- (#) PARKING COUNT
- C COMPACT PARKING SPACES
- PROPOSED BUILDING
- ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE
- PATIO AREA (± SF)
- STANDARD DUTY CONCRETE (SIDEWALK)

CONCEPTUAL EXHIBIT

Bowman Consulting Group, Ltd.
4450 W. Eau Gallie Blvd
Suite 232
Melbourne, FL 32934
Phone: (321) 255-5434
Fax: (321) 255-7751
www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

CONCEPTUAL DESIGN
COCOA QSR WITH RETAIL
100 DELANNOY AVENUE
COCOA, FLORIDA

Bowman CONSULTING
Certificate of Authorization License No. 30462

JDH	BEH	VDP
DSGN	DRAWN	CHKD

010597-01-001
PROJECT NUMBER

SCALE 1" = 50'

VERSION 5 D

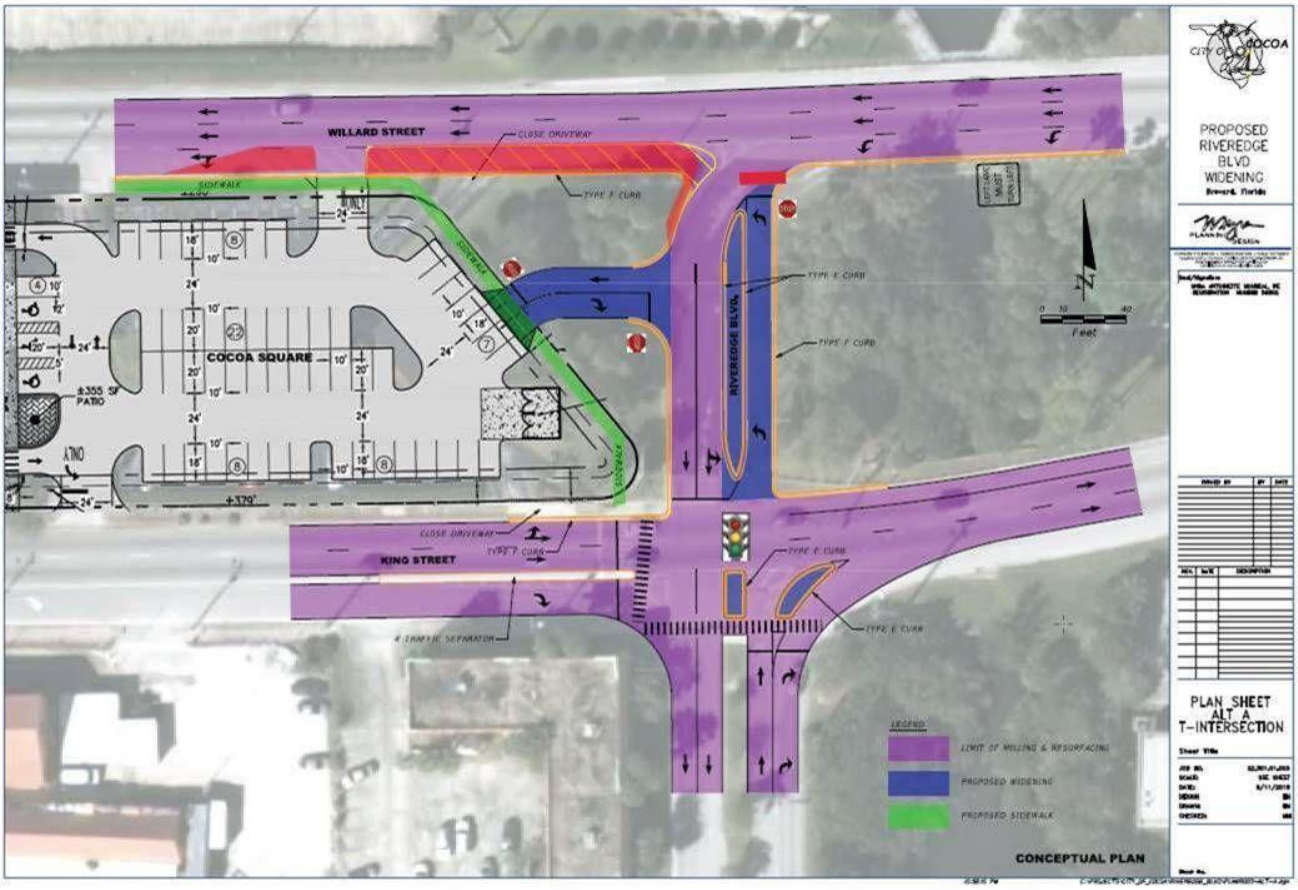
Michael Sanders <michael.sanders@dot.state.fl.us> 10/21/2019 5:04 PM

RE: Starbucks Methodology memo

To MICHAEL HEMMEN <mphemmen@comcast.net> • Dorothy Selig <dselig@cocoafl.org> Copy Summit Shah <summit@southeastpetro.com> • Nim Robinson <nrobinson@bowmanconsulting.com> • Angela Garland <agarland@pennoni.com> • Suraj Pamulapati <suraj.pamulapati@dot.state.fl.us> • Clipper Tefft <clipper.tefft@dot.state.fl.us>

Mike:

Thank you for the methodology memo. The outlined methodology is acceptable for our use. Suraj, can you please provide Mike any information he may need to consider in preparation of his analysis based on prior meetings and ensure he is working off the approved driveway access plan? What became of the city's concept below?



Thanks,
Mike

Michael Sanders, P.E.
Assistant District Traffic Operations Engineer
District Five
Florida Department of Transportation
719 S Woodland Blvd
DeLand FL 32720
Office # 386-943-5339
michael.sanders@dot.state.fl.us

From: MICHAEL HEMMEN [mailto:mphemmen@comcast.net]
Sent: Monday, October 21, 2019 3:20 PM
To: Sanders, Michael <Michael.Sanders@dot.state.fl.us>; Dorothy Selig <dselig@cocoafl.org>
Cc: Summit Shah <Summit@southeastpetro.com>; Nim Robinson <nrobinson@bowmanconsulting.com>; Angela Garland <agarland@pennoni.com>
Subject: Starbucks Methodology memo

EXTERNAL SENDER: Use caution with links and attachments.

All:

Please find the attached traffic study methodology memo for the proposed Starbucks on SR 520 and Delannoy Avenue in Cocoa, FL. If there are any questions or comments please call or email me as indicated below. We will be conducting a field review and data collection on Wednesday of this week to meet an expedited project schedule.

Thanks,

Mike Hemmen, AICP
MPH Transportation Planning, Inc.
1725 Riverbirch Hollow
Tallahassee, FL 32308
850.510.6461
mphemmen@comcast.net

- Methodology Memo Starbucks Cocoa.pdf (899 KB)
- Cocoa, FL Rivers Edge 2C 2018-0322.pdf (484 KB)
- image002.jpg (139 KB)

Angela Essing <aessing@cocoafl.org> 10/22/2019 12:28 PM

Starbucks Traffic Study

To mphemmen@comcast.net <mphemmen@comcast.net> • Summit@southeastpetro.com <summit@southeastpetro.com> • nrobinson@bowmanconsulting.com <nrobinson@bowmanconsulting.com> • agarland@pennoni.com <agarland@pennoni.com> • Suraj.Pamulapati@dot.state.fl.us <suraj.pamulapati@dot.state.fl.us> • Clipper.Tefft@dot.state.fl.us <clipper.tefft@dot.state.fl.us> • Michael.Sanders@dot.state.fl.us <michael.sanders@dot.state.fl.us> Copy Dorothy Selig <dselig@cocoafl.org> • Nancy Bunt <nbunt@cocoafl.org> • Sandra Leone <sleone@cocoafl.org>

Dear Starbucks Team,

I just spoke to Mike Hemmen on the phone and wanted to keep everyone in the loop. The City has requested that the Traffic Study also look at a second option, as exhibited below. This will give us the ability to weigh the pros and cons of your proposed option and the City's design.

Thanks,

Angela Essing, AICP

City of Cocoa Community Services

Senior Planner

65 Stone Street, Cocoa, FL 32922

aessing@cocoafl.org

Phone: (321) 433-8522

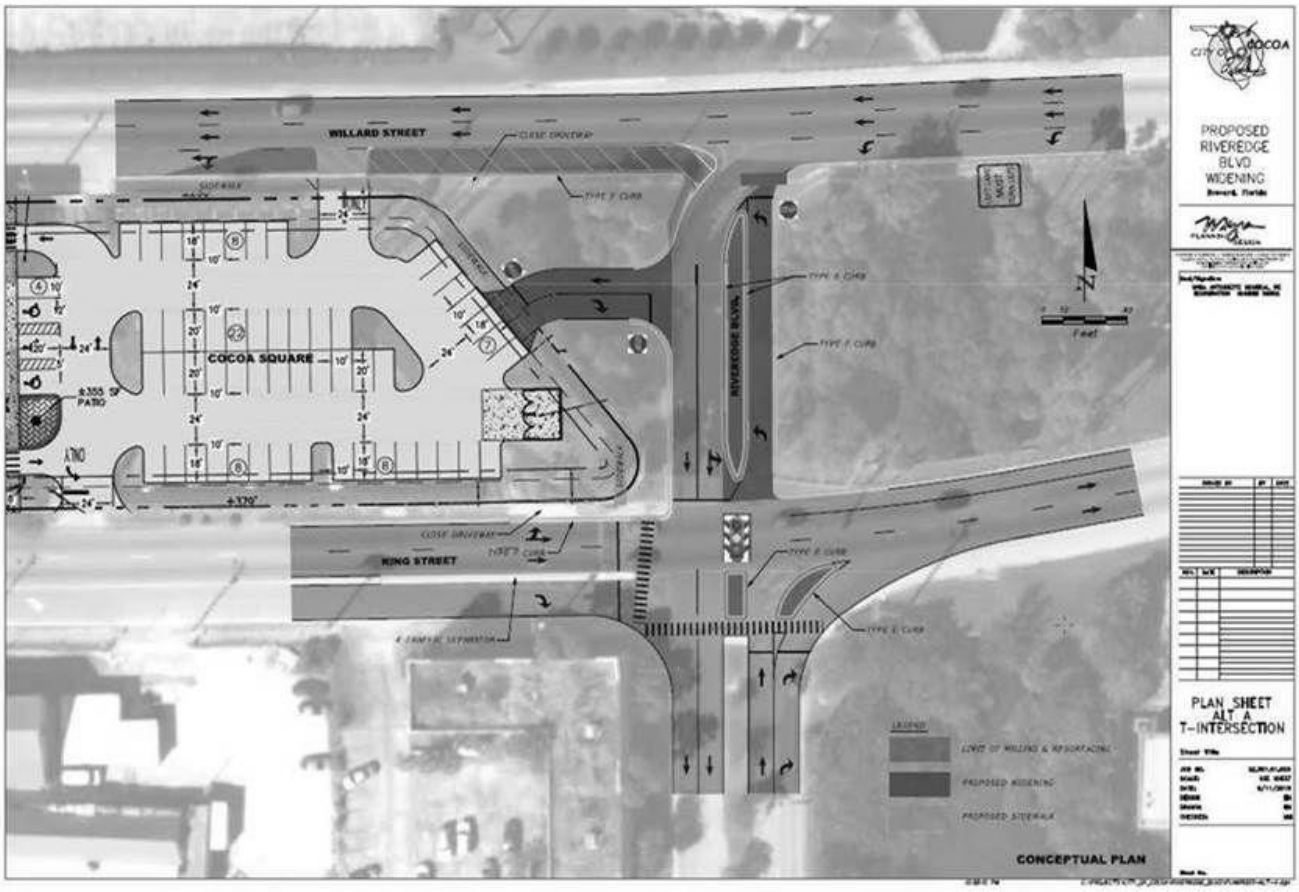
Fax: (321) 433-8543

From: Sanders, Michael <Michael.Sanders@dot.state.fl.us>
Sent: Monday, October 21, 2019 5:04 PM
To: MICHAEL HEMMEN <mphemmen@comcast.net>; Dorothy Selig <dselig@cocoafl.org>
Cc: Summit Shah <Summit@southeastpetro.com>; Nim Robinson <nrobinson@bowmanconsulting.com>; Angela Garland <agarland@pennoni.com>; Pamulapati, Suraj <Suraj.Pamulapati@dot.state.fl.us>; Tefft, Clipper <Clipper.Tefft@dot.state.fl.us>
Subject: RE: Starbucks Methodology memo

CAUTION! This email originated from an outside source. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe. If you suspect this is a phishing or malicious message, please report it by clicking the "Phish Alert" button above.

Mike:

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Thanks,

Mike Hemmen, AICP
MPH Transportation Planning, Inc.
1725 Riverbirch Hollow
Tallahassee, FL 32308
850.510.6461
mphemmen@comcast.net

PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

- Methodology Memo Starbucks Cocoa.pdf (899 KB)
- Cocoa, FL Rivers Edge 2C 2018-0322.pdf (484 KB)
- image002.jpg (97 KB)

Appendix B: Traffic Count Summaries

ON-SITE OBSERVATION REPORT

Project/#:	Starbucks Retail Center Cocoa, FL	Analyst:	M. Hemmen
Location:	SR 520 - King St. at Delannoy Ave. (both are one way roads)	Date:	10/23/2019
Control:	Traffic Signal	Time:	7 am - 6pm
Lanes/Spd	King St.: 3-Ln @ 35 mph; Delannoy: 2-Ln @ 15 mph		

	Isolated & Non-Isolated Intersections	No/Yes/NA Approach	
1	Does road curvature, vegetation, buildings, parked cars, etc.	N	
	block drivers' view of conflicting vehicles?		
2	Is the intersection skew angle so sharp that it makes it difficult	N	
	to view conflicting vehicles or complete turns?		
3	Do vehicle speeds appear too high?	N	
4	Does the delay for the minor road right-turn appear excessive?	N	
5	Does the delay for the minor road through appear excessive?	Y	Cycle time
6	Does the delay for the minor road left-turn appear excessive?	N	
7	Does the delay for the major road left-turn appear excessive?	N	
8	Does the queue for major road left-turns impede through traffic?	N	
9	As major road vehicles slow to turn do they impede other vehicles?	N	
10	Do parking maneuvers impede other vehicles?	N	
11	Are drivers not complying with the traffic control devices?	N	
12	Is there evidence that one or more curb radii are too small?	N	
13	Do pedestrians appear to cause conflict with vehicular traffic?	N	
14	Are there guidance or control problems that could be mitigated by	N	
	raised-curb channelization?		
	Non-Isolated Intersections	No/Yes/NA Approach	
15	Do queues from adjacent signalized intersections spillback into	N	
	the subject intersection?		
16	Do vehicles slowing to turn at adjacent intersections or driveways	N	
	contribute to the delay to major/minor road drivers?		
17	Is it possible that some drivers are diverting to the subject	N	
	intersection because of congestion on a nearby street?		
18	Does the arrival pattern of major road traffic platoons contribute	N	
	to the delay of minor road drivers?		

	Comments/Explanations to above responses
5	150 second traffic signal cycle time with only 10 seconds for minor street approach
	Reduction in cycle time could reduce minor street approach average vehicle delay
Gen.	Overall intersection operation is good with established 150 second signal cycle time.
	Roughly 33% of right turns are completed on red phase.
	No residual queue observed during any signal cycle over 4 hours of field observations.

ON-SITE OBSERVATION REPORT

Project/#:	Starbucks Retail Center Cocoa, FL	Analyst:	M. Hemmen
Location:	SR 520 Westbound - Willard St. at Delannoy Ave.	Date:	10/23/2019
Control:	Traffic Signal	Time:	7 am - 6pm
Lanes/Spd	Willard St.: 3-Ln @ 35 mph; Delannoy: 3-Ln @ 15 mph		

	Isolated & Non-Isolated Intersections	No/Yes/NA	Approach
1	Does road curvature, vegetation, buildings, parked cars, etc.	N	
	block drivers' view of conflicting vehicles?		
2	Is the intersection skew angle so sharp that it makes it difficult	N	
	to view conflicting vehicles or complete turns?		
3	Do vehicle speeds appear too high?	N	
4	Does the delay for the minor road right-turn appear excessive?	Y	
5	Does the delay for the minor road through appear excessive?	Y	
6	Does the delay for the minor road left-turn appear excessive?	Y	
7	Does the delay for the major road left-turn appear excessive?	N	
8	Does the queue for major road left-turns impede through traffic?	N	
9	As major road vehicles slow to turn do they impede other vehicles?	N	
10	Do parking maneuvers impede other vehicles?	N	
11	Are drivers not complying with the traffic control devices?	N	
12	Is there evidence that one or more curb radii are too small?	N	
13	Do pedestrians appear to cause conflict with vehicular traffic?	N	
14	Are there guidance or control problems that could be mitigated by	N	
	raised-curb channelization?		
	Non-Isolated Intersections	No/Yes/NA	Approach
15	Do queues from adjacent signalized intersections spillback into	N	
	the subject intersection?		
16	Do vehicles slowing to turn at adjacent intersections or driveways	Y	westbound
	contribute to the delay to major/minor road drivers?		
17	Is it possible that some drivers are diverting to the subject	N	
	intersection because of congestion on a nearby street?		
18	Does the arrival pattern of major road traffic platoons contribute	N	
	to the delay of minor road drivers?		

	Comments/Explanations to above responses
4,5,6	150 second traffic signal cycle time with only 10 seconds for minor street approach
	Reduction in cycle time could reduce minor street approach average vehicle delay
16	PM peak traffic at Brevard intersection impedes through traffic at Delannoy
Gen.	Overall intersection operation is good with established 150 second signal cycle time.
	Roughly 50% of southbound right turns are completed on red phase.
	No residual queue observed during any signal cycle over 4 hours of field observations.

MPH Transportation Planning
Tallahassee, Florida

Project No. MPH19-16 | 850-510-6461 | File Name : DelannoyKing
Starbucks Retail Site Cocoa, FL | Site Code : 00000001
Delannoy at King Street | Start Date : 10/23/2019
Page No : 1

Groups Printed- Vehicles

	Delannoy Avenue From South				King Street From West			
Start Time	Rt	Th	ROR	App. Total	Th	Lt	App. Total	Int. Total
Factor	1.0	1.0	1.0		1.0	1.0		
07:00	3	3	6	12	277	3	280	292
07:15	3	3	2	8	417	3	420	428
07:30	10	14	3	27	454	3	457	484
07:45	8	3	4	15	468	10	478	493
Total	24	23	15	62	1616	19	1635	1697
08:00	3	9	5	17	396	8	404	421
08:15	8	10	2	20	470	9	479	499
08:30	4	5	3	12	463	13	476	488
08:45	4	5	10	19	363	7	370	389
Total	19	29	20	68	1692	37	1729	1797
16:00	8	11	11	30	423	5	428	458
16:15	9	14	14	37	445	10	455	492
16:30	11	14	7	32	459	13	472	504
16:45	10	13	12	35	493	5	498	533
Total	38	52	44	134	1820	33	1853	1987
17:00	15	31	4	50	437	5	442	492
17:15	21	24	11	56	515	12	527	583
17:30	10	25	8	43	493	3	496	539
17:45	10	23	15	48	425	5	430	478
Total	56	103	38	197	1870	25	1895	2092
Grand Total	137	207	117	461	6998	114	7112	7573
Apprch %	29.7	44.9	25.4		98.4	1.6		
Total %	1.8	2.7	1.5	6.1	92.4	1.5	93.9	

	Delannoy Avenue From South				King Street From West			
Start Time	Rt	Th	ROR	App. Total	Th	Lt	App. Total	Int. Total
Peak Hour From 07:00 to 09:00 - Peak 1 of 1								
Intersection	07:45							
Volume	23	27	14	64	1797	40	1837	1901
Percent	35.9	42.2	21.9		97.8	2.2		
08:15 Volume	8	10	2	20	470	9	479	499
Peak Factor								0.952
High Int.	08:15				08:15			
Volume	8	10	2	20	470	9	479	
Peak Factor				0.800			0.959	
Peak Hour From 07:00 to 09:00 - Peak 1 of 1								
By Approach	07:30				07:45			
Volume	29	36	14	79	1797	40	1837	
Percent	36.7	45.6	17.7		97.8	2.2		
High Int.	07:30				08:15			
Volume	10	14	3	27	470	9	479	
Peak Factor				0.731			0.959	
Peak Hour From 16:00 to 17:45 - Peak 1 of 1								
Intersection	16:45							
Volume	56	93	35	184	1938	25	1963	2147
Percent	30.4	50.5	19.0		98.7	1.3		
17:15 Volume	21	24	11	56	515	12	527	583
Peak Factor								0.921
High Int.	17:15				17:15			
Volume	21	24	11	56	515	12	527	
Peak Factor				0.821			0.931	

MPH Transportation Planning
Tallahassee, Florida
850-510-6461

Project No. MPH19-16
Starbucks Retail Site Cocoa, FL
Delannoy at King Street

File Name : DelannoyKing
Site Code : 00000001
Start Date : 10/23/2019
Page No : 2

	Delannoy Avenue From South				King Street From West			
Start Time	Rt	Th	ROR	App. Total	Th	Lt	App. Total	Int. Total
Peak Hour From 16:00 to 17:45 - Peak 1 of 1								
By Approach	17:00				16:45			
Volume	56	103	38	197	1938	25	1963	
Percent	28.4	52.3	19.3		98.7	1.3		
High Int.	17:15				17:15			
Volume	21	24	11	56	515	12	527	
Peak Factor				0.879			0.931	

MPH Transportation Planning
Tallahassee, Florida

Project No. MPH19-16 — 850-510-6461 — File Name : DelannoyWillard
Starbucks Retail Site Cocoa, FL — Site Code : 00000002
Delannoy Ave. at Willard Street — Start Date : 10/23/2019
Page No : 1

Groups Printed- Vehicles

	From North			From East			From South			From West		
Start Time	Rt	ROR	App. Total	Rt	Th	App. Total	Th	Lt	App. Total	PED	App. Total	Int. Total
Factor	1.0	1.0		1.0	1.0		1.0	1.0		1.0		
07:00	2	1	3	1	261	262	2	3	5	0	0	270
07:15	0	4	4	0	456	456	1	3	4	7	7	471
07:30	1	3	4	0	633	633	4	12	16	5	5	658
07:45	0	9	9	0	427	427	8	3	11	0	0	447
Total	3	17	20	1	1777	1778	15	21	36	12	12	1846
08:00	3	2	5	0	455	455	9	9	18	0	0	478
08:15	2	5	7	1	367	368	10	10	20	2	2	397
08:30	0	7	7	1	422	423	10	7	17	2	2	449
08:45	2	2	4	3	395	398	2	9	11	1	1	414
Total	7	16	23	5	1639	1644	31	35	66	5	5	1738
16:00	9	4	13	2	539	541	1	17	18	1	1	573
16:15	0	5	5	1	791	792	1	20	21	2	2	820
16:30	7	4	11	1	650	651	8	17	25	3	3	690
16:45	0	5	5	7	619	626	1	24	25	0	0	656
Total	16	18	34	11	2599	2610	11	78	89	6	6	2739
17:00	12	8	20	1	695	696	4	31	35	0	0	751
17:15	5	4	9	0	780	780	3	31	34	0	0	823
17:30	0	5	5	0	651	651	2	28	30	0	0	686
17:45	1	1	2	1	663	664	5	24	29	0	0	695
Total	18	18	36	2	2789	2791	14	114	128	0	0	2955
Grand Total	44	69	113	19	8804	8823	71	248	319	23	23	9278
Apprch %	38.9	61.1		0.2	99.8		22.3	77.7		100.0		
Total %	0.5	0.7	1.2	0.2	94.9	95.1	0.8	2.7	3.4	0.2	0.2	

	From North			From East			From South			From West		
Start Time	Rt	ROR	App. Total	Rt	Th	App. Total	Th	Lt	App. Total	PED	App. Total	Int. Total
Peak Hour From 07:00 to 09:00 - Peak 1 of 1												
Intersection	07:15											
Volume	4	18	22	0	1971	1971	22	27	49	12	12	2054
Percent	18.2	81.8		0.0	100.0		44.9	55.1		100.0		
07:30 Volume	1	3	4	0	633	633	4	12	16	5	5	658
Peak Factor												0.780
High Int.	07:45			07:30			08:00			07:15		
Volume	0	9	9	0	633	633	9	9	18	7	7	
Peak Factor			0.611			0.778			0.681		0.429	
Peak Hour From 07:00 to 09:00 - Peak 1 of 1												
By Approach	07:45			07:15			07:45			07:00		
Volume	5	23	28	0	1971	1971	37	29	66	12	12	
Percent	17.9	82.1		0.0	100.0		56.1	43.9		100.0		
High Int.	07:45			07:30			08:15			07:15		
Volume	0	9	9	0	633	633	10	10	20	7	7	
Peak Factor			0.778			0.778			0.825		0.429	
Peak Hour From 16:00 to 17:45 - Peak 1 of 1												
Intersection	17:00											
Volume	18	18	36	2	2789	2791	14	114	128	0	0	2955
Percent	50.0	50.0		0.1	99.9		10.9	89.1		0.0		
17:15 Volume	5	4	9	0	780	780	3	31	34	0	0	823
Peak Factor												0.898
High Int.	17:00			17:15			17:00					
Volume	12	8	20	0	780	780	4	31	35			
Peak Factor			0.450			0.895			0.914			

MPH Transportation Planning
Tallahassee, Florida
850-510-6461

Project No. MPH19-16
Starbucks Retail Site Cocoa, FL
Delannoy Ave. at Willard Street

File Name : DelannoyWillard
Site Code : 00000002
Start Date : 10/23/2019

	From North			From East			From South			From West		
Start Time	Rt	ROR	App. Total	Rt	Th	App. Total	Th	Lt	App. Total	PED	App. Total	Int. Total
Peak Hour From 16:00 to 17:45 - Peak 1 of 1												
By Approach	16:30			17:00			17:00			16:00		
Volume	24	21	45	2	2789	2791	14	114	128	6	6	
Percent	53.3	46.7		0.1	99.9		10.9	89.1		100.0		
High Int.	17:00			17:15			17:00			16:30		
Volume	12	8	20	0	780	780	4	31	35	3	3	
Peak Factor			0.563			0.895			0.914		0.500	

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2018 HISTORICAL AADT REPORT

COUNTY: 70 - BREVARD

SITE: 5071 - ON SR-520 (EB), 0.613 MI. E OF US-1 (WB=5050) HIT

YEAR	AADT		DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2018	24000	F	0	0	9.00	99.90	3.50
2017	23500	C	E 23500	0	9.00	99.90	3.50
2016	25000	C	E 25000	0	9.00	99.90	5.60
2015	26500	C	E 26500	0	9.00	99.90	4.70
2014	26000	C	E 26000		9.00	99.90	8.70
2013	24000	C	E 24000	0	9.00	99.90	3.50
2012	22500	C	E 22500	0	9.00	99.90	4.10
2011	19000	C	E 19000	0	9.00	99.90	7.20
2010	19000	C	E 19000	0	10.91	99.99	6.40
2009	25500	C	E 25500	0	11.80	99.99	4.10
2008	25000	F	0	0	11.37	99.99	2.80
2007	26000	C	E 26000	0	9.20	99.99	4.10
2006	27000	C	E 27000	0	11.35	99.99	5.10
2005	28500	C	E 28500		11.30	99.90	3.20
2004	27500	C	E		10.10	99.90	3.80
2003	26500	C	E 26500		9.80	99.90	3.80

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2018 HISTORICAL AADT REPORT

COUNTY: 70 - BREVARD

SITE: 5050 - ON SR-520 (WB), 0.370 MI. E OF US-1 (EB=5071) (UV)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2018	29000 C	W 29000	0	9.00	99.90	4.10
2017	25500 C	W 25500	0	9.00	99.90	4.20
2016	24000 C	W 24000	0	9.00	99.90	4.30
2015	27500 C	0	0	9.00	99.90	4.90
2014	26500 C	W 26500		9.00	99.90	8.10
2013	24500 C	W 24500	0	9.00	99.90	7.30
2012	24000 C	W 24000	0	9.00	99.90	5.50
2011	24000 C	W 24000	0	9.00	99.90	4.20
2010	18000 C	W 18000	0	10.91	99.99	4.80
2009	23500 C	W 23500	0	11.80	99.99	4.10
2008	26500 C	W 26500	0	11.37	99.99	2.80
2007	25500 C	W 25500	0	9.20	99.99	4.10
2006	26500 C	W 26500	0	11.35	99.99	5.10
2005	28500 C	W 28500		11.30	99.90	3.20
2004	31000 C	W		10.10	99.90	3.80
2003	27500 C	W 27500	0	9.80	99.90	3.80

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

COUNTY: 70
STATION: 5050
DESCRIPTION: ON SR-520 (WB), 0.370 MI. E OF US-1 (EB=5071) (UV)
START DATE: 09/26/2018
START TIME: 0000

DIRECTION: W

TIME	1ST	2ND	3RD	4TH	TOTAL
0000	54	34	31	26	145
0100	30	19	17	13	79
0200	21	15	9	15	60
0300	10	14	16	13	53
0400	19	26	38	40	123
0500	39	53	84	93	269
0600	117	156	229	242	744
0700	243	349	428	439	1459
0800	389	392	346	391	1518
0900	350	378	385	361	1474
1000	346	408	443	407	1604
1100	407	448	472	485	1812
1200	490	486	454	477	1907
1300	549	541	528	537	2155
1400	428	522	569	520	2039
1500	528	602	665	625	2420
1600	689	757	743	514	2703
1700	733	756	538	477	2504
1800	390	388	352	322	1452
1900	304	318	320	321	1263
2000	303	243	216	216	978
2100	194	181	144	101	620
2200	123	110	73	58	364
2300	92	76	65	38	271
24-HOUR TOTALS:					28016

PEAK VOLUME INFORMATION

	HOUR	VOLUME
A.M.	730	1648
P.M.	1545	2814
DAILY	1545	2814

GENERATED BY SPS 5.0.53P

Appendix C: HCS Analysis

SHORT REPORT

General Information		Site Information	
Analyst	*M.Hemmen*	Intersection	*King at Delannoy*
Agency or Co.	*MPH Transportation Planning*	Area Type	*CBD or Similar*
Date Performed	*10/24/2019*	Jurisdiction	*FDOT-D5*
Time Period	*AM Peak*	Analysis Year	*2019 Existing*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	*0*	*3*						*1*	*1*			
Lane Group		*LT*						*T*	*R*			
Volume (vph)	*40*	*1797*						*27*	*37*			
% Heavy Vehicles	*1*	*1*						*1*	*1*			
PHF	*0.90*	*0.90*						*0.90*	*0.90*			
Pretimed/Actuated (P/A)	*A*	*A*						*A*	*A*			
Startup Lost Time		*2.0*						*2.0*	*2.0*			
Extension of Effective Green		*2.0*						*2.0*	*2.0*			
Arrival Type		*3*						*3*	*3*			
Unit Extension		*3.0*						*3.0*	*3.0*			
Ped/Bike/RTOR Volume	*0*	*0*					*0*	*0*	*14*			
Lane Width		*12.0*						*12.0*	*12.0*			
Parking/Grade/Parking	*N*	*0*	*N*				*N*	*0*	*N*			
Parking/Hour												
Bus Stops/Hour		*0*						*0*	*0*			
Minimum Pedestrian Time		*3.2*						*3.2*				

Phasing	EB Only	02	03	04	NB Only	06	07	08
Timing	G = *125.0*	G =	G =	G =	G = *15.0*	G =	G =	G =
	Y = *5*	Y =	Y =	Y =	Y = *5*	Y =	Y =	Y =

Duration of Analysis (hrs) = *0.25* | Cycle Length C = *150.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate		*2041*						*30*	*26*			
Lane Group Capacity		*3839*						*169*	*1439*			
v/c Ratio		*0.53*						*0.18*	*0.02*			
Green Ratio		*0.83*						*0.10*	*1.00*			
Uniform Delay d_1		*3.7*						*61.8*	*0.0*			
Delay Factor k		*0.13*						*0.11*	*0.11*			
Incremental Delay d_2		*0.1*						*0.5*	*0.0*			
PF Factor		*1.000*						*1.000*	*0.950*			
Control Delay		*3.9*						*62.4*	*0.0*			
Lane Group LOS		*A*						*E*	*A*			
Approach Delay		*3.9*						*33.4*				
Approach LOS		*A*						*C*				
Intersection Delay		*4.7*			Intersection LOS						*A*	

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SHORT REPORT

General Information		Site Information	
Analyst	*M.Hemmen*	Intersection	*King at Delannoy*
Agency or Co.	*MPH Transportation Planning*	Area Type	*CBD or Similar*
Date Performed	*10/24/2019*	Jurisdiction	*FDOT-D5*
Time Period	*PM Peak*	Analysis Year	*2019 Existing*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	*0*	*3*						*1*	*1*			
Lane Group		*LT*						*T*	*R*			
Volume (vph)	*25*	*1938*						*93*	*91*			
% Heavy Vehicles	*1*	*1*						*1*	*1*			
PHF	*0.90*	*0.90*						*0.90*	*0.90*			
Pretimed/Actuated (P/A)	*A*	*A*						*A*	*A*			
Startup Lost Time		*2.0*						*2.0*	*2.0*			
Extension of Effective Green		*2.0*						*2.0*	*2.0*			
Arrival Type		*3*						*3*	*3*			
Unit Extension		*3.0*						*3.0*	*3.0*			
Ped/Bike/RTOR Volume	*0*	*0*					*0*	*0*	*35*			
Lane Width		*12.0*						*12.0*	*12.0*			
Parking/Grade/Parking	*N*	*0*	*N*				*N*	*0*	*N*			
Parking/Hour												
Bus Stops/Hour		*0*						*0*	*0*			
Minimum Pedestrian Time		*3.2*						*3.2*				

Phasing	EB Only	02	03	04	NB Only	06	07	08
Timing	G = *125.0*	G =	G =	G =	G = *15.0*	G =	G =	G =
	Y = *5*	Y =	Y =	Y =	Y = *5*	Y =	Y =	Y =

Duration of Analysis (hrs) = *0.25* | Cycle Length C = *150.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate		*2181*						*103*	*62*			
Lane Group Capacity		*3841*						*169*	*1439*			
v/c Ratio		*0.57*						*0.61*	*0.04*			
Green Ratio		*0.83*						*0.10*	*1.00*			
Uniform Delay d_1		*4.0*						*64.7*	*0.0*			
Delay Factor k		*0.16*						*0.20*	*0.11*			
Incremental Delay d_2		*0.2*						*6.3*	*0.0*			
PF Factor		*1.000*						*1.000*	*0.950*			
Control Delay		*4.2*						*71.0*	*0.0*			
Lane Group LOS		*A*						*E*	*A*			
Approach Delay		*4.2*						*44.3*				
Approach LOS		*A*						*D*				
Intersection Delay		*7.0*			Intersection LOS						*A*	

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SHORT REPORT

General Information		Site Information	
Analyst	*M.Hemmen*	Intersection	*King at Delannoy*
Agency or Co.	*MPH Transportation Planning*	Area Type	*CBD or Similar*
Date Performed	*10/24/2019*	Jurisdiction	*FDOT-D5*
Time Period	*AM Peak*	Analysis Year	*2020 Existing + Project*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	*0*	*3*						*1*	*1*			
Lane Group		*LT*						*T*	*R*			
Volume (vph)	*40*	*1847*						*27*	*42*			
% Heavy Vehicles	*1*	*1*						*1*	*1*			
PHF	*0.90*	*0.90*						*0.90*	*0.90*			
Pretimed/Actuated (P/A)	*A*	*A*						*A*	*A*			
Startup Lost Time		*2.0*						*2.0*	*2.0*			
Extension of Effective Green		*2.0*						*2.0*	*2.0*			
Arrival Type		*3*						*3*	*3*			
Unit Extension		*3.0*						*3.0*	*3.0*			
Ped/Bike/RTOR Volume	*0*	*0*					*0*	*0*	*14*			
Lane Width		*12.0*						*12.0*	*12.0*			
Parking/Grade/Parking	*N*	*0*	*N*				*N*	*0*	*N*			
Parking/Hour												
Bus Stops/Hour		*0*						*0*	*0*			
Minimum Pedestrian Time		*3.2*						*3.2*				

Phasing	EB Only	02	03	04	NB Only	06	07	08
Timing	G = *125.0*	G =	G =	G =	G = *15.0*	G =	G =	G =
	Y = *5*	Y =	Y =	Y =	Y = *5*	Y =	Y =	Y =

Duration of Analysis (hrs) = *0.25* | Cycle Length C = *150.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate		*2096*						*30*	*31*			
Lane Group Capacity		*3839*						*169*	*1439*			
v/c Ratio		*0.55*						*0.18*	*0.02*			
Green Ratio		*0.83*						*0.10*	*1.00*			
Uniform Delay d_1		*3.8*						*61.8*	*0.0*			
Delay Factor k		*0.15*						*0.11*	*0.11*			
Incremental Delay d_2		*0.2*						*0.5*	*0.0*			
PF Factor		*1.000*						*1.000*	*0.950*			
Control Delay		*4.0*						*62.4*	*0.0*			
Lane Group LOS		*A*						*E*	*A*			
Approach Delay		*4.0*						*30.7*				
Approach LOS		*A*						*C*				
Intersection Delay		*4.7*			Intersection LOS						*A*	

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SHORT REPORT

General Information		Site Information	
Analyst	*M.Hemmen*	Intersection	*King at Delannoy*
Agency or Co.	*MPH Transportation Planning*	Area Type	*CBD or Similar*
Date Performed	*10/24/2019*	Jurisdiction	*FDOT-D5*
Time Period	*PM Peak*	Analysis Year	*2019 Existing + Project = 2020*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	*0*	*3*						*1*	*1*			
Lane Group		*LT*						*T*	*R*			
Volume (vph)	*25*	*1964*						*93*	*94*			
% Heavy Vehicles	*1*	*1*						*1*	*1*			
PHF	*0.90*	*0.90*						*0.90*	*0.90*			
Pretimed/Actuated (P/A)	*A*	*A*						*A*	*A*			
Startup Lost Time		*2.0*						*2.0*	*2.0*			
Extension of Effective Green		*2.0*						*2.0*	*2.0*			
Arrival Type		*3*						*3*	*3*			
Unit Extension		*3.0*						*3.0*	*3.0*			
Ped/Bike/RTOR Volume	*0*	*0*					*0*	*0*	*35*			
Lane Width		*12.0*						*12.0*	*12.0*			
Parking/Grade/Parking	*N*	*0*	*N*				*N*	*0*	*N*			
Parking/Hour												
Bus Stops/Hour		*0*						*0*	*0*			
Minimum Pedestrian Time		*3.2*						*3.2*				

Phasing	EB Only	02	03	04	NB Only	06	07	08
Timing	G = *125.0*	G =	G =	G =	G = *15.0*	G =	G =	G =
	Y = *5*	Y =	Y =	Y =	Y = *5*	Y =	Y =	Y =

Duration of Analysis (hrs) = *0.25* | Cycle Length C = *150.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate		*2210*						*103*	*66*			
Lane Group Capacity		*3841*						*169*	*1439*			
v/c Ratio		*0.58*						*0.61*	*0.05*			
Green Ratio		*0.83*						*0.10*	*1.00*			
Uniform Delay d_1		*4.0*						*64.7*	*0.0*			
Delay Factor k		*0.17*						*0.20*	*0.11*			
Incremental Delay d_2		*0.2*						*6.3*	*0.0*			
PF Factor		*1.000*						*1.000*	*0.950*			
Control Delay		*4.2*						*71.0*	*0.0*			
Lane Group LOS		*A*						*E*	*A*			
Approach Delay		*4.2*						*43.3*				
Approach LOS		*A*						*D*				
Intersection Delay		*7.0*			Intersection LOS						*A*	

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SHORT REPORT

General Information		Site Information	
Analyst	*M.Hemmen*	Intersection	*Willard at Delannoy*
Agency or Co.	*MPH Transportation Planning*	Area Type	*CBD or Similar*
Date Performed	*10/24/2019*	Jurisdiction	*FDOT-D5*
Time Period	*AM Peak*	Analysis Year	*2019 Existing*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes					*3*	*0*	*1*	*2*				*1*
Lane Group					*TR*		*L*	*LT*				*R*
Volume (vph)					*1971*	*0*	*27*	*22*				*22*
% Heavy Vehicles					*0*	*0*	*0*	*1*				*0*
PHF					*0.90*	*0.90*	*0.90*	*0.90*				*0.90*
Pretimed/Actuated (P/A)					*A*	*A*	*A*	*A*				*A*
Startup Lost Time					*2.0*		*2.0*	*2.0*				*2.0*
Extension of Effective Green					*2.0*		*2.0*	*2.0*				*2.0*
Arrival Type					*3*		*3*	*3*				*3*
Unit Extension					*3.0*		*3.0*	*3.0*				*3.0*
Ped/Bike/RTOR Volume				*0*	*0*	*0*	*0*	*0*		*0*	*0*	*18*
Lane Width					*12.0*		*12.0*	*12.0*				*12.0*
Parking/Grade/Parking				*N*	*0*	*N*	*N*	*0*	*N*	*N*	*0*	*N*
Parking/Hour												
Bus Stops/Hour					*0*		*0*	*0*				*0*
Minimum Pedestrian Time					*3.2*			*3.2*			*3.2*	

Phasing	WB Only	02	03	04	NB Only	SB Only	07	08
Timing	G = *120.0*	G =	G =	G =	G = *12.0*	G = *3.0*	G =	G =
	Y = *5*	Y =	Y =	Y =	Y = *5*	Y = *5*	Y =	Y =

Duration of Analysis (hrs) = *0.25* | Cycle Length C = *150.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate					*2190*		*30*	*24*				*4*
Lane Group Capacity					*3726*		*130*	*258*				*1262*
v/c Ratio					*0.59*		*0.23*	*0.09*				*0.00*
Green Ratio					*0.80*		*0.08*	*0.08*				*0.85*
Uniform Delay d_1					*5.7*		*64.7*	*64.0*				*1.6*
Delay Factor k					*0.18*		*0.11*	*0.11*				*0.11*
Incremental Delay d_2					*0.2*		*0.9*	*0.2*				*0.0*
PF Factor					*1.000*		*1.000*	*1.000*				*1.000*
Control Delay					*5.9*		*65.6*	*64.1*				*1.6*
Lane Group LOS					*A*		*E*	*E*				*A*
Approach Delay					*5.9*			*64.9*			*1.6*	
Approach LOS					*A*			*E*			*A*	
Intersection Delay	*7.3*			Intersection LOS						*A*		

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SHORT REPORT

General Information		Site Information	
Analyst	*M.Hemmen*	Intersection	*Willard at Delannoy*
Agency or Co.	*MPH Transportation Planning*	Area Type	*CBD or Similar*
Date Performed	*10/24/2019*	Jurisdiction	*FDOT-D5*
Time Period	*PM Peak*	Analysis Year	*2019 Existing*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes					*3*	*0*	*1*	*2*				*1*
Lane Group					*TR*		*L*	*LT*				*R*
Volume (vph)					*2789*	*2*	*114*	*14*				*36*
% Heavy Vehicles					*0*	*0*	*0*	*1*				*0*
PHF					*0.90*	*0.90*	*0.90*	*0.90*				*0.90*
Pretimed/Actuated (P/A)					*A*	*A*	*A*	*A*				*A*
Startup Lost Time					*2.0*		*2.0*	*2.0*				*2.0*
Extension of Effective Green					*2.0*		*2.0*	*2.0*				*2.0*
Arrival Type					*3*		*3*	*3*				*3*
Unit Extension					*3.0*		*3.0*	*3.0*				*3.0*
Ped/Bike/RTOR Volume				*0*	*0*	*0*	*0*	*0*		*0*	*0*	*18*
Lane Width					*12.0*		*12.0*	*12.0*				*12.0*
Parking/Grade/Parking				*N*	*0*	*N*	*N*	*0*	*N*	*N*	*0*	*N*
Parking/Hour												
Bus Stops/Hour					*0*		*0*	*0*				*0*
Minimum Pedestrian Time					*3.2*			*3.2*			*3.2*	

Phasing	WB Only	02	03	04	NB Only	SB Only	07	08
Timing	G = *112.0*	G =	G =	G =	G = *20.0*	G = *3.0*	G =	G =
	Y = *5*	Y =	Y =	Y =	Y = *5*	Y = *5*	Y =	Y =

Duration of Analysis (hrs) = *0.25* | Cycle Length C = *150.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate					*3101*		*127*	*16*				*20*
Lane Group Capacity					*3478*		*217*	*430*				*1183*
v/c Ratio					*0.89*		*0.59*	*0.04*				*0.02*
Green Ratio					*0.75*		*0.13*	*0.13*				*0.80*
Uniform Delay d_1					*14.4*		*61.1*	*56.6*				*3.0*
Delay Factor k					*0.42*		*0.18*	*0.11*				*0.11*
Incremental Delay d_2					*3.3*		*4.0*	*0.0*				*0.0*
PF Factor					*1.000*		*1.000*	*1.000*				*1.000*
Control Delay					*17.7*		*65.1*	*56.6*				*3.0*
Lane Group LOS					*B*		*E*	*E*				*A*
Approach Delay					*17.7*			*64.2*			*3.0*	
Approach LOS					*B*			*E*			*A*	
Intersection Delay	*19.7*			Intersection LOS						*B*		

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SHORT REPORT

General Information		Site Information	
Analyst	*M.Hemmen*	Intersection	*Willard at Delannoy*
Agency or Co.	*MPH Transportation Planning*	Area Type	*CBD or Similar*
Date Performed	*10/24/2019*	Jurisdiction	*FDOT-D5*
Time Period	*AM Peak*	Analysis Year	*2019 Existing + Project = 2020*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes					*3*	*0*	*1*	*2*				*1*
Lane Group					*TR*		*L*	*LT*				*R*
Volume (vph)					*2024*	*0*	*27*	*22*				*22*
% Heavy Vehicles					*0*	*0*	*0*	*1*				*0*
PHF					*0.90*	*0.90*	*0.90*	*0.90*				*0.90*
Pretimed/Actuated (P/A)					*A*	*A*	*A*	*A*				*A*
Startup Lost Time					*2.0*		*2.0*	*2.0*				*2.0*
Extension of Effective Green					*2.0*		*2.0*	*2.0*				*2.0*
Arrival Type					*3*		*3*	*3*				*3*
Unit Extension					*3.0*		*3.0*	*3.0*				*3.0*
Ped/Bike/RTOR Volume				*0*	*0*	*0*	*0*	*0*		*0*	*0*	*18*
Lane Width					*12.0*		*12.0*	*12.0*				*12.0*
Parking/Grade/Parking				*N*	*0*	*N*	*N*	*0*	*N*	*N*	*0*	*N*
Parking/Hour												
Bus Stops/Hour					*0*		*0*	*0*				*0*
Minimum Pedestrian Time					*3.2*			*3.2*			*3.2*	

Phasing	WB Only	02	03	04	NB Only	SB Only	07	08
Timing	G = *120.0*	G =	G =	G =	G = *12.0*	G = *3.0*	G =	G =
	Y = *5*	Y =	Y =	Y =	Y = *5*	Y = *5*	Y =	Y =

Duration of Analysis (hrs) = *0.25* | Cycle Length C = *150.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate					*2249*		*30*	*24*				*4*
Lane Group Capacity					*3726*		*130*	*258*				*1262*
v/c Ratio					*0.60*		*0.23*	*0.09*				*0.00*
Green Ratio					*0.80*		*0.08*	*0.08*				*0.85*
Uniform Delay d_1					*5.8*		*64.7*	*64.0*				*1.6*
Delay Factor k					*0.19*		*0.11*	*0.11*				*0.11*
Incremental Delay d_2					*0.3*		*0.9*	*0.2*				*0.0*
PF Factor					*1.000*		*1.000*	*1.000*				*1.000*
Control Delay					*6.1*		*65.6*	*64.1*				*1.6*
Lane Group LOS					*A*		*E*	*E*				*A*
Approach Delay					*6.1*			*64.9*			*1.6*	
Approach LOS					*A*			*E*			*A*	
Intersection Delay	*7.5*			Intersection LOS						*A*		

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SHORT REPORT

General Information		Site Information	
Analyst	*M.Hemmen*	Intersection	*Willard at Delannoy*
Agency or Co.	*MPH Transportation Planning*	Area Type	*CBD or Similar*
Date Performed	*10/24/2019*	Jurisdiction	*FDOT-D5*
Time Period	*PM Peak*	Analysis Year	*2019 Existing + Project = 2020*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes					*3*	*0*	*1*	*2*				*1*
Lane Group					*TR*		*L*	*LT*				*R*
Volume (vph)					*2819*	*2*	*114*	*14*				*36*
% Heavy Vehicles					*0*	*0*	*0*	*1*				*0*
PHF					*0.90*	*0.90*	*0.90*	*0.90*				*0.90*
Pretimed/Actuated (P/A)					*A*	*A*	*A*	*A*				*A*
Startup Lost Time					*2.0*		*2.0*	*2.0*				*2.0*
Extension of Effective Green					*2.0*		*2.0*	*2.0*				*2.0*
Arrival Type					*3*		*3*	*3*				*3*
Unit Extension					*3.0*		*3.0*	*3.0*				*3.0*
Ped/Bike/RTOR Volume				*0*	*0*	*0*	*0*	*0*		*0*	*0*	*18*
Lane Width					*12.0*		*12.0*	*12.0*				*12.0*
Parking/Grade/Parking				*N*	*0*	*N*	*N*	*0*	*N*	*N*	*0*	*N*
Parking/Hour												
Bus Stops/Hour					*0*		*0*	*0*				*0*
Minimum Pedestrian Time					*3.2*			*3.2*			*3.2*	

Phasing	WB Only	02	03	04	NB Only	SB Only	07	08
Timing	G = *112.0*	G =	G =	G =	G = *20.0*	G = *3.0*	G =	G =
	Y = *5*	Y =	Y =	Y =	Y = *5*	Y = *5*	Y =	Y =

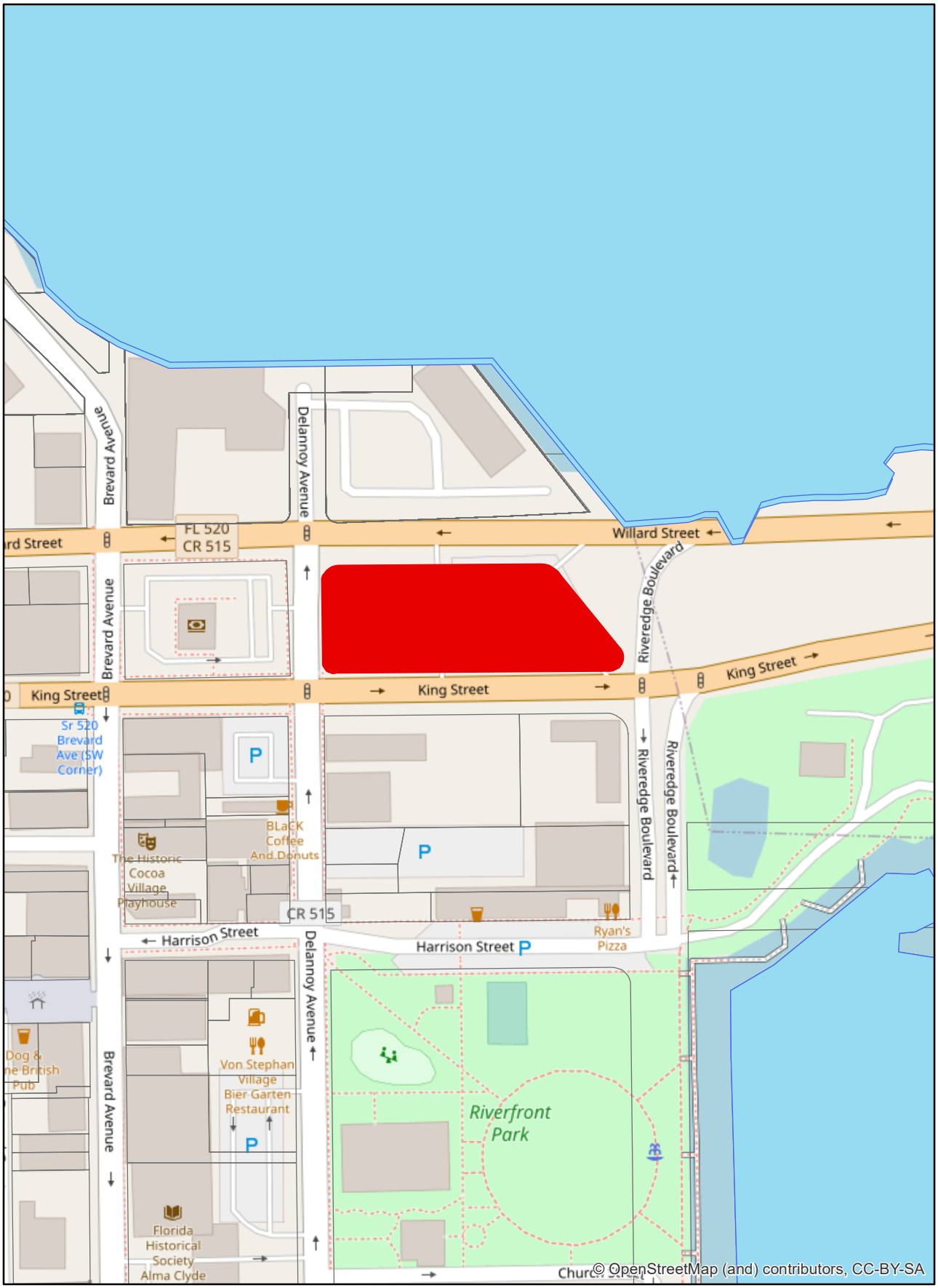
Duration of Analysis (hrs) = *0.25* | Cycle Length C = *150.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate					*3134*		*127*	*16*				*20*
Lane Group Capacity					*3478*		*217*	*430*				*1183*
v/c Ratio					*0.90*		*0.59*	*0.04*				*0.02*
Green Ratio					*0.75*		*0.13*	*0.13*				*0.80*
Uniform Delay d_1					*14.7*		*61.1*	*56.6*				*3.0*
Delay Factor k					*0.42*		*0.18*	*0.11*				*0.11*
Incremental Delay d_2					*3.7*		*4.0*	*0.0*				*0.0*
PF Factor					*1.000*		*1.000*	*1.000*				*1.000*
Control Delay					*18.4*		*65.1*	*56.6*				*3.0*
Lane Group LOS					*B*		*E*	*E*				*A*
Approach Delay					*18.4*			*64.2*			*3.0*	
Approach LOS					*B*			*E*			*A*	
Intersection Delay	*20.3*			Intersection LOS						*C*		

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100 Delannoy Ave



Legislation Details (With Text)

File #:	21-155	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	2/16/2021			**In control:**	City Council
On agenda:	3/9/2021			**Final action:**	
Title:	Award Multi-year Bid # B 21-03A-COC, Lee Wenner Park- Mangrove Trimming to EarthBalance, the lowest responsive bidder. Authorize the City Manager to execute the contract for one year and to execute subsequent renewals pending future budget approvals. Authorize the City Manager to issue the related purchase orders. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bid Summary.pdf City of Cocoa Certificate of Insurance.pdf E-Verify Contractor Affidavit SIGNED.pdf Master Bid Tabulation Sheet (B-21-03(A)-COC).pdf Notification of Intent to Award SIGNED.pdf Section 100.6 Scheduled Pricing Table.pdf Service Level Agreement_Contract No. 21-03(A)_EARTHBALANCE.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 16, 2021
Agenda Date: March 9, 2021
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Award Multi-year Bid # B 21-03A-COC, Lee Wenner Park- Mangrove Trimming to EarthBalance, the lowest responsive bidder. Authorize the City Manager to execute the contract for one year and to execute subsequent renewals pending future budget approvals. Authorize the City Manager to issue the related purchase orders.

BACKGROUND:

The City previously permitted mangrove trimming through the Florida Department of Environmental Protection for the trimming of mangrove trees located within the Lee Wenner Park basin. The permit was last modified on October 26, 2018, to include the mangroves located around the relief channel and at the entrance to Lee Wenner Park. The permitted mangrove trimming has been completed and our permit expired on January 21, 2021. Since the mangroves have been trimmed to the permitted specifications, the City is now entering into the long-term maintenance phase of the mangroves.

Bid 21-03A-COC, Lee Wenner Park- Mangrove Trimming is a multi-year bid award with five annual base awards and two optional annual awards, for a potential total of seven years.

Year 1 - $8,225 - FY 2021
Year 2 - $8,225 - FY 2022
Year 3 - $5,700 - FY 2023
Year 4 - $5,700 - FY 2024
Year 5 - $5,700 - FY 2025
Year 6 - $5,700 - FY 2026
Year 7 - $5,700 - FY 2027

STRATEGIC PLAN CONNECTION:

This project will keep the mangrove trees trimmed to State standards and allow for enhanced viewing and engagement with the City of Cocoa's outstanding waterfront amenities.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A

Amount Requested	Year 1 - $8,225.00 - Total estimated over seven years is $44,950
Account Number	_110-3230-559.34-00
Account Name	_Contract Services

PREVIOUS ACTION:

October 13, 2020, the Cocoa CRA approved a budget transfer from Contingency to Contract Services.

RECOMMENDED MOTION:

Award Multi-year Bid # B 21-03A-COC, Lee Wenner Park- Mangrove Trimming to EarthBalance, the lowest responsive bidder. Authorize the City Manager to execute the contract for one year and to execute subsequent renewals pending future budget approvals. Authorize the City Manager to issue the related purchase orders..

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

BID SUMMARY

To: Public Works Department

From: Heath Hancher, Purchasing & Contracts Manager **Date:** February 18, 2021

Re: **Bid #B-21-03(A)-COC – Lee Wenner Park Mangrove Tree Trimming**

Bids for the subject offering were opened on February 11, 2021 at 3:00 p.m. Purchasing published **(392)** invitations and notifications to bid, **(0)** supplemental suppliers and received **(6)** responses from **(28)** plan holders for this bid. Of the **(6) respondents** the following were found to be:

THE APPARENT LOW BIDDER IS:

- EarthBalance Corporation: = $44,950.00

  - YR1: $8,225; YR2: $8,225; YR3: $5,700; YR4: $5,700; YR5: $5,700; OPT1: $5,700; OPT2: $5,700

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guidelines shown below to initiate the purchasing process:

➔ Review proposals and select recommendation for award.
➔ Verify Insurance Requirements can be met.
➔ Obtain copies of all necessary licenses.
➔ Execute Form of Agreement
➔ Prepare agenda item and prepare contract if necessary, for Council Approval.
➔ Prepare requisition and attach the following items:

- Copy of Approved City Clerk's Journal and Agenda
- Bid Tabulation Sheet
- Form of agreement
- All specifications for the awarded proposal
- Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

Please complete the attached Notice of Award and return to Purchasing & Contracts Division

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Wallace Welch & Willingham, Inc.
300 1st Ave. So., 5th Floor
Saint Petersburg FL 33701

CONTACT NAME: Certificates/Commercial Lines
PHONE (A/C, No, Ext): 727-522-7777 **FAX (A/C, No):** 727-521-2902
E-MAIL ADDRESS: certificates@w3ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Monroe Guaranty Ins. Co.	32506
INSURER B : Amerisure Ins. Co.	19488
INSURER C : National Trust Ins. Co.	20141
INSURER D : Homeland Ins Co of New York	34452
INSURER E :	
INSURER F :	

INSURED EARTCOR-01
EarthBalance Corporation
2570 Commerce Parkway
North Port FL 34289

COVERAGES **CERTIFICATE NUMBER:** 1730874540 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: Primary Non Cont	Y		GL10002827503	8/23/2020	8/23/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		CA10000408807	8/23/2020	8/23/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			UMB10001683604	8/23/2020	8/23/2021	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC20964660501	4/1/2020	4/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	U.S.L.H $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional / Pollution Liab Retro Date 2/18/1997			7930075900003	2/18/2021	2/18/2022	Each Claim/Aggregate Deductible	2,000,000/2,000,00 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ADVANTAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

A. Paragraph **1. Who Is An Insured** in section **A. Coverage** is amended by the addition of the following**:**

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, “insured” does not include any subsidiary that is an “insured” under any other liability policy or would be an “insured” under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.

e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an “insured” under another liability policy or would be an “insured” under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Who Is An Insured is amended to include as an "insured" any person or organization except a person or organization that leases or rents “auto(s)” to you, but only to the extent of his, her, or its liability for whom you and such person or organization have agreed in writing in a contract or agreement, signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an additional "insured" on your policy. Certificates of insurance will not be considered an Agreement to Insure.

Such person or organization is an additional "insured" but only with respect to your negligent actions, which cause liability to be imposed on such person or organization without fault on the part of said person or organization.

B. Paragraphs **(2)** and **(4)** under section **2. Coverage Extensions, a. Supplementary Payments** are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an “accident” we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to $350 a day because of time off from work.

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SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

A. Paragraph **4. Coverage Extensions** under section **A. Coverage** is deleted and replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $40 per day to a total maximum of $1,200 for temporary transportation expenses incurred by you because of the total theft of a covered “auto” of the private passenger type or light trucks with a gross vehicle weight of less than 10,000 pounds. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is $40 per day, to a total maximum of $1200.

B. The following is added to paragraph **4. Coverage Extensions** under section **A. Coverage**:

c. Fire Department Service Charge

When a fire department is called to save or protect a covered “auto”, its equipment, its contents, or occupants from a covered cause of loss, we will pay up to $1,000 for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No deductible applies to this additional coverage.

d. Auto Loan/Lease Gap Coverage

The following provisions apply:

(1) If a long term leased “auto”, under an original lease agreement, is a covered “auto” under this Coverage Form and the lessor of the covered “auto” is named as an additional "insured" under this policy, in the event of a total “loss” to the leased covered “auto”, we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:

(a) Overdue lease payments at the time of the “loss”;

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the lease; and

(e) Carry-over balances from previous loans or leases.

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(2) If an owned "auto" is a covered "auto" under this Coverage Form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any;

(a) Overdue loan payments at the time of the "loss";

(b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and

(c) Carry-over balances from previous loans.

C. Section **D. Deductible** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations subject to the following:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

(1) "Loss" caused by fire or lightning; and

(2) Glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

A. The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss**:

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

(a) You, if you are an individual;

(b) A partner, if you are a partnership;

(c) An executive officer or insurance manager, if you are a corporation; or

(d) A member or manager, if you are a limited liability company.

B. The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions**:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this Coverage Form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".) ALL

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

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3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or

3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

3. Will not be broader than that which is afforded to you under this policy; and

4. Nothing herein shall extend the term of this policy.

B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

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1. Give us written notice of an “occurrence” or an offense which may result in a claim or “suit” under this insurance, and of any claim or “suit” that does result;

2. Send us copies of all legal papers received in connection with the claim or “suit”, cooperate with us in the investigation or settlement of the claim or defense against the “suit”, and otherwise comply with all policy conditions; and

3. Tender the defense and indemnity of any claim or “suit” to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or “suit”.

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

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CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that EarthBalance Corporation [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of EarthBalance Corporation [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Cristine Borowski

Print Name: Cristine Borowski, Vice President

Date: February 19, 2021

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 (date) by February (name of officer or agent, title of officer or agent) of EarthBalance Corporation (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____

[Notary Seal] Notary Public

Lisa Stansbury

Name typed, printed or stamped

My Commission Expires: 4.18.2022

LISA STANSBURY
Notary Public - State of Florida
Commission # GG 200936
My Comm. Expires Apr 18, 2022
Bonded through National Notary Assn.

CITY OF COCOA
MASTER TABULATION SHEET

Lee Wenner Park - Mangrove Trimming

ITB B-21-03(A)-COC

ITB Final Tabulation: February 11, 2021

Note: The Tabulation Sheet is used to document the screening of bid / proposal pricing, material and immaterial contents. Results of the the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

VENDOR	Base Bid	Total Accumulated Bid
K&S Services of South Florida	DISQUALIFIED: VENDOR DID NOT SUBMIT BID IN ACCORDANCE WITH INSTRUCTIONS.	DQ
Danella Construction Corp of Florida (YR1: $36,500; YR2: $36,500; YR3: $35,750; YR4: $35,750; YR5: $35,750; OPT1: $35,750; OPT2: $35,750)	$ 251,750.00	$ 251,750.00
Earth Balance (YR1: $8,225; YR2: $8,225; YR3: $5,700; YR4: $5,700; YR5: $5,700; OPT1: $5,700; OPT2: $5,700)	$ 44,950.00	$ 44,950.00
Advance Tree Pro's (YR1: $78,000; YR2: $78,000; YR3: $78,000; YR4: $78,000; YR5: $78,000; OPT1: $78,000; OPT2: $78,000)	$ 546,000.00	$ 546,000.00
Bayhead Ecological Solutions (YR1: $8,900; YR2: $8,900; YR3: $8,750; YR4: $8,600; YR5: $8,500; OPT1: $8,500; OPT2: $8,500)	$ 60,650.00	$ 60,650.00
TREECO ((YR1: $10,000; YR2: $10,000; YR3: $10,000; YR4: $10,000; YR5: $10,000; OPT1: $N/A; OPT2: $N/A)	$ 50,000.00	$ 50,000.00

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Public Works	Division: Storm Water Division
Bid / RFP / RFQ #: B-21-03(A)-COC Lee Wenner Park Mangrove Tree Trimming	Project #
Awarded To: EarthBalance Corporation	Scope of Work or Services: Provide annual Mangrove Trimming Services maintenance consistent with prior trimming permit # 0339454-001 / Permit Modification No.: 0339454-002 within Lee Wenner Park located at 300 Riveredge Blvd. This includes the main storm water pond at the entrance, and the shoreline beginning at the boat ramps and heading east around to the bridges.
Address / City / State / Zip: 2570 Commerce Parkway	Phone / Fax #'s: P: 941-426-7878 E: nhults@earthbalance.com
Purchase / Contract Amount: Not to Exceed: $44,950.00 (Full Term) See Pricing Table Section 100.6 as proposed.	Date of Award Notification: 2/18/2021
Title / Position (Print) Christine Borowski / VP Business Management	Signature 

Please complete the information required above.
Return the Notification of Intent to Award to Purchasing & Contracts Division when completed
Thank you for your cooperatio

Section 100.6 Bid/Proposal Form & Schedule of Unit Pricing

Proposal of EarthBalance Corporation

(Name)

2570 Commerce Parkway, North Port, FL 34289

(Address)

To perform: City of Cocoa – Mangrove Trimming: Lee Wenner Park ITB # 21-03(A)-COC

TO: City of Cocoa
Attn: Purchasing & Contracting
65 Stone St.
Cocoa, Florida 32922

Proposers:

The undersigned Proposer has carefully examined the scope of work and is familiar with the nature and extent of the services required. The undersigned agrees to do all the work called for by said specified services in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

	Base Price Total (Full Term)
Total (in numbers) *Include Option Years*	$ 44,950.00

Forty four thousand nine hundred fifty

(Grand Total Written in words)

The above amounts include salary cost, fringe benefits, overhead, operating margin and profit, all direct and indirect expenses. Please include above any other potential additional services that may be required and associated costs. (*Attach the hourly and expense schedule for any additional work outside of the required scope of services, if applicable*)

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.7 Bid/Proposal Form Worksheet

Proposer acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bid/proposals. Final payment for all Unit Price Bid/Proposal items will be based on actual quantities, determined as provided to complete the project as indicated in the contract documents.

Note: For the purpose of this bid and to establish a basis for pricing, the specification of the equipment and / or services required is provided to establish pricing to be used as a base for all proposals and measured equally.

Proposed Pricing Table

Item Description	U/P	Year 1	Year 2	Year 3	Year 4	Year 5	Opt 1	Opt 2
Mangrove Trimming – Lee Wenner Park	Lump Sum	$8,225.00	$8,225.00	$5,700.00	$5,700.00	$5,700.00	$5,700.00	$5,700.00

Table 2 Pricing Table Breakout

Note:

1. Contractor pay items are to include all material, labor, and equipment needed for mobilization, demolition and installation to complete each area in its entirety.
2. Change orders must be submitted through the Project Manager and provided to the Purchasing Division for reference a courtesy copy of any change order.

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-03(A)-COC)

This Agreement made and entered into on the ____ day of _____, **2021** by and between **EarthBalance Corporation.** authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **2570 Commerce Parkway, North Port, FL 34289**, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

1. **DESCRIPTION OF SERVICES** - CONTRACTOR shall perform the work, in accordance with the Contract Documents to provide annual Mangrove Trimming Services and maintenance consistent with prior trimming permit # 0339454-001 / Permit Modification No.: 0339454-002 within Lee Wenner Park located at 300 Riveredge Blvd, Cocoa, FL 32922. This includes the main storm water pond at the entrance, and the shoreline beginning at the boat ramps and heading east around to the bridges (SR520).

2. **SCOPE OF SERVICES**

2.1. General

Provide annual Mangrove Trimming Services maintenance consistent with prior trimming permit # 0339454-001 / Permit Modification No.: 0339454-002 within Lee Wenner Park located at 300 Riveredge Blvd. This includes the main storm water pond at the entrance, and the shoreline beginning at the boat ramps and heading east around to the bridges.

2.2. Qualifications

CONTRACTOR must provide valid Permit Modification No. 0339454-002 and proof of ISA Certified Arborist (State of Florida) certificate.

3. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; the service requirements prepared by Public Works Department, dated January 5, 2021; Bid Documents (ITB# B-21-10-COC) issued by the City, dated January 12, 2021 Contractor's Bid Submittal, dated February 11, 2021 General Conditions, if any; Supplemental Terms and Conditions by the City. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and has investigated the nature, locality of worksite and services under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees.

4. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

   a. Change Orders

   b. Agreement, Exhibits and Addenda

   c. Supplemental Terms and Conditions

   d. General Terms and Conditions

   e. Issued Bid Documents

   f. Contractor's Bid Proposal

   g. [OTHER] N/A

   Any inconsistency in services to be provided shall be clarified by the OWNER and performed by the CONTRACTOR.

5. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

6. **BRAND NAME MATERIALS** (Not Applicable) – ~~Whenever materials are specified or described in the scope of work or any exhibits by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the materials being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to decide before CONTRACTOR uses the substitute.~~

7. **CONTRACT TIME** -

All provisions regarding Contract Time are essential to the performance of this Contract.

a. The CONTRACTOR will be required to provide a scheduled work plan for trimming services prior to commencing work and approved by the designated Project Manager. Upon approval of scheduled work plan, work may commence under this contract within **30 calendar days** after the date of receipt of the Notice to Proceed or Purchase Order.

b. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

c. If applicable to the work required by this agreement, Float Time is allocated specifically to the CONTRACTOR's responsibility for coordination of any delays to the project timeline. OWNER will not consider any Contract Time extensions to this project unless coordinated with the designed OWNER Project Manager. Contract Extensions must be coordinated no later than 30 days from anticipated delays and only approved by the OWNER Project Manager, unless cause for delay is determined uncontrollable in nature.

8. **CONTRACT TERM, PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for annual Mangrove Trimming Services and maintenance consistent with prior trimming permit # 0339454-001 / Permit Modification No.: 0339454-002 within Lee Wenner Park located at 300 Riveredge Blvd, Cocoa, FL 32922. This includes the main storm water pond at the entrance, and the shoreline beginning at the boat ramps and heading east around to the bridges (SR520) by the designated Project Manager in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Term Contract Price of **Forty Four Thousand Nine Hundred Fifty ($44,950.00); Not to Exceed Annual Proposed Pricing (Year One: $8,225.00; Year Two: $8,225.00; Year 3: $5,700.00; Year 4: $5,700.00; Year 5: $5,700.00; Opt 1: $5,700.00; Opt 2: $5,700.00)** for a period of five (5) years with two (2) one year optional renewals. The City will notify the contractor in writing within ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement. CONTRACTOR agrees to accept the Contract Price as full compensation for the agreed upon services, terms and conditions embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) Required services specified within the scope of work; (2) applicable law; (3) the terms and conditions of the Contract Documents, including, but not limited to the indemnification provisions of the Contract Documents.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price per Gallon) specifically considered and the OWNERS requirement of mangrove tree trimming and approved schedule work plan upon CONTRACTOR's own study of the required services and any conflicts relating to providing such.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence of required services with the OWNER as specified by the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the City's Public Works.

(3) Payments will be made to the CONTRACTOR for actual services rendered on the basis of the Scheduled Cost Table included (EXHIBIT A), which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary.

In addition, CONTRACTOR may terminate this Agreement if OWNER fails to perform any material covenant or condition of this Agreement and does not cure such breach within seven (7) calendar days after written notice from the CONTRACTOR specifying breach.

b. CONTRACTOR is adjudicated bankrupt or makes any assignment for the benefit of creditors or CONTRACTOR becomes insolvent, or is unable or unwilling to pay its debts; or

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

Notwithstanding the aforementioned, in the event of a default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

10. **FORCE MAJEURE** - Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

11. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at the sole discretion and option of the OWNER, shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

12. **INVOICING -**

OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

13. **DESIGNATION OF PROJECT REPRESENTATIVE -** The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Public Works Department an authorized representative is the OWNER's Project Manager during

the entire period of required services. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of services rendered by CONTRACTOR and may conduct periodic reviews. The OWNER will not be responsible for the means of the services provided, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the services in accordance with the Contract Documents.

c. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and Owner.

d. **Rejection and Stoppage of Services.** The OWNER shall have authority to reject services which in its opinion does not conform to the Contract Documents, and in this connection may stop the services or a portion thereof, when necessary.

e. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the services progress, based on CONTRACTOR's approved invoice and OWNER's inspections and observations of satisfactory services, and will issue certificates for payments in accordance with the terms of the Contract Documents.

14. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision**. CONTRACTOR shall be solely responsible for all services rendered under this contract, including the techniques, sequences, procedures and means, for the coordination of all tests. CONTRACTOR shall supervise and direct the services and give it all attention necessary for such proper supervision and direction.

b. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and testing equipment, including any additional materials required for the required services necessary to meet the requirements in accordance with the Contract Documents.

c. **Guarantee.** The CONTRACTOR hereby guarantees the services to the full extent provided in the Specifications, General Conditions, Special Conditions and other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all services delivered under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the services performed pursuant to this Agreement will be free from defects and that the services strictly conform with the requirements of the Contract Documents. Services not conforming

to such requirements, including substitutions not properly approved and authorized, shall be considered unacceptable.

15. **SUBCONTRACTING** - Notwithstanding anything in this Agreement to the contrary, Contractor may not use any subcontractor to perform any of the obligations under this Agreement. Notwithstanding the foregoing, Contractor shall not be relieved of any of its duties or obligations under this Agreement as a result of entering into a separate written agreement outside of approval by the City with a permitted subcontractor.

a. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

b. If OWNER determines that any subcontractor is not performing in accordance with this Agreement, OWNER shall so notify CONTRACTOR who shall take immediate steps to remedy the situation.

c. If CONTRACTOR, prior to the commencement of any services, subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.

16. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

17. **PROHIBITION AGAINST CONTINGENT FEES** - CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

18. **NO JOINT VENTURE** - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

19. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's

fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the OWNER and, solely for the purpose of this indemnification and defense, CONTRACTOR specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

20. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing any services on City property.

21. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

a. CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In

support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

22. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as applicable and set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any services hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. The CONTRACTOR shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement. It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and submit proof of same in the form of a certificate of insurance before work is begun. It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

d. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 10 days prior to any expiration date. There shall also be a 10-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.**

23. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

24. **GOVERNING LAW & VENUE** - This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

25. **ATTORNEY'S FEES** - Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

26. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

27. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

28. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to

the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

29. **SOVEREIGN IMMUNITY** - The OWNER intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

30. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

31. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire

understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

32. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

33. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

EarthBalance Corporation
Attn: Cristine Borowski / VP Business Management
2570 Commerce Parkway
North Port, FL 34289
P: 941-426-7878
E: nhults@earthbalance.com

For OWNER:

City of Cocoa
Attn: City Manager and Public Works Department
65 Stone Street
Cocoa, FL 32922

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

34. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

35. **ADDITIONAL ASSURANCES**.

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the OWNER; and

c. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee or agent has willfully offered an employee or officer of the OWNER any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

36. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C

and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, EARTHBALANCE COPORATION, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Cristine Borowski / VP Business Management
Name and Title of Contractor's Authorized Official

February 24, 2021
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor

which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-03(A)-COC)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CONTRACTOR

EARTHBALANCE COPORATION

By: Cristine Borowski
Print name/title: Cristine Borowski / VP Business Management

Date: February 19, 2021

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 19 day of February, 2021, by Cristine Borowski, the Vice President of EarthBalance Corporation, who is personally known to me or who produced _____ as identification and who did take an oath.

Lisa Stansbury
(Notary Public Signature)
Lisa Stansbury
(Print Name)
Notary Public, State of Florida
Commission No.: GG 200936
My Commission Expires: 4.18.2022

LISA STANSBURY
Notary Public - State of Florida
Commission # GG 200936
My Comm. Expires Apr 18, 2022
Bonded through National Notary Assn.

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

CONSENT TO ASSIGNMENT OF CONTRACT

This Consent to Assignment (the "Consent") is made by the City of Cocoa, Florida (the "City") as of the date of execution set forth below.

WHEREAS, the City and FRS Data, LLC (now Orange Lien Data, LLC) (the "Company") are parties to that certain Lien Search Agreement dated October 19, 2015, with a maturity date of October 18, 2021, unless otherwise extended (the "Contract").

WHEREAS, in conjunction with an asset purchase transaction, the Company is assigning the Contract, including all of its rights, title, interest, responsibilities, and obligations thereunder, to PropLogix, LLC ("PropLogix").

WHEREAS, the Company and PropLogix desire to receive the City's consent to such assignment for business continuity purposes.

NOW THEREFORE, in consideration of the terms and conditions hereof, as well as other good and valuable consideration, the receipt and sufficiency which of is hereby acknowledged, the City hereby acknowledges the following:

1. The City consents to the assignment of the Contract from the Company to PropLogix.

2. All other terms and conditions of the Contract shall remain in full force and effect.

3. The undersigned has full authority to execute this Consent and to legally bind the City with respect hereto.

IN WITNESS WHEREOF, the City does hereby execute this Consent as of the date set forth below.

THE CITY OF COCOA, FLORIDA

By: _____

Print Name: _____

As its: _____

Date: _____

Service Agreement

This Agreement ("Agreement") to Provide Services is made by and between ORANGE LIEN Data, LLC, ("ORANGE LIEN"), 424 E. Central Blvd, #376, Orlando, FL 32801 and The City of Cocoa a municipal corporation ("The City"), 65 Stone Street, Cocoa, FL 32922. ORANGE LIEN and The City may also be referred to in the singular as "Party" and in the Plural as "Parties".

RECITALS

WHEREAS, The City desires to retain ORANGE LIEN to perform the Services described herein;

WHEREAS, ORANGE LIEN desires to provide the services described herein and agrees to do so under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

DEFINITIONS

Days: Shall mean calendar days unless otherwise specified.

Section I
PROFESSIONAL SERVICES

The Parties agree to perform the Services described below in accordance with the specifications, terms, and conditions, including compensation and expenses, set forth herein.

Services: ORANGE LIEN shall respond to requests for information from third-party organizations for information on behalf of The City. The City will automatically provide information on debts owed the City for code enforcement, whether a lien has been filed or not, utility and permit fees and any other debt owed the City from its constituents, on a weekly basis.

Section II
ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns provided that it may not be assigned by either Party without consent of the other Party and that consent shall not be reasonably withheld. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

Section III
PAYMENTS

Payment for the Services shall be paid by the requesting third-party organization directly to ORANGE LIEN. The City is not responsible for payment of the Service Fee. Any invoice not paid within thirty (30) days shall be deemed past due and subject to interest at 1.5% per month. The parties agree that this late charge is a reasonable estimate of the damage ORANGE LIEN will incur if amounts due are not paid on time. Fees shall be $35.00 per Lien Search Report and $45.00 per rushed Lien Search Report; either can be modified at the discretion of the City. A rushed Lien Search Report shall be serviced within 24 hours of the request, excluding weekends and holidays. The total Service Fee for ORANGE LIEN shall be $12.50 per Lien Search Report generated by ORANGE LIEN. ORANGE LIEN will collect the entire lien search fee on behalf of the City and will retain $12.50 as payment for producing report. The remainder shall be remitted to the City.

The total contract price for the Services shall be $12.50 per report completed by ORANGE LIEN to be paid by the requesting entity, **or according to an agreement between ORANGE LIEN and The City, to be set forth on the last page of this Agreement.** Payment upon ordering is required for all third-party requestors except those whose credit has been established with ORANGE LIEN. Any invoice not paid within thirty (30) days shall be deemed past due and subject to interest at 1.5% per month. The parties agree that this late charge is a reasonable estimate of the damage ORANGE LIEN will incur if amounts due are not paid on time.

Section IV
LITIGATION

If ORANGE LIEN is requested to produce documents, witnesses, or general assistance pursuant to litigation, arbitration, or mediation in support of the City, and to which ORANGE LIEN is not an adverse party, The City shall reimburse ORANGE LIEN for all direct expenses and time in accordance with ORANGE LIEN's current Rate Schedule provided appropriate documentation and/or receipts are provided by ORANGE LIEN to the City.

Section V
PERFORMANCE WARRANTY AND REMEDY

ORANGE LIEN warrants that all Services provided hereunder will conform to the requirements set forth by The City, and will be performed consistent with generally prevailing professional and industry standards. The City shall notify ORANGE LIEN in writing of any deficiencies under this section and provide ORANGE LIEN with thirty (30) days to rectify the deficiency(ies).

Section VI
DISCLAIMER AND LIMITATIONS OF LIABILITY

With the exception of the express warranties in this Agreement, ORANGE LIEN makes NO OTHER WARRANTY, EXPLESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION,

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section VII
INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights, and trade secrets owned by ORANGE LIEN remain the property of ORANGE LIEN. ORANGE LIEN does not grant the City any right or license to any such intellectual property. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ORANGE LIEN shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, and employees against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of ORANGE LIEN, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to any intellectual property, patent and/or copyright infringements.

Section VIII
CONFIDENTIALITY

ORANGE LIEN shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished to ORANGE LIEN by The City under this Agreement.

Section IX
INDEMNIFICATION

ORANGE LIEN will indemnify The City for all loses due to errors committed by ORANGE LIEN that are transmitted to third-parties when ORANGE LIEN received accurate information from The City to create reports.

The City will indemnify ORANGE LIEN for any losses due to incorrect information negligently or willfully provided by The City to ORANGE LIEN.

Section X
FORCE MAJEUR

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by suck party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

Section XI

ENTIRE AGREEMNT

This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either Party except to the extent incorporated herein.

Section XII
DELIVERY OF COMMUNICATIONS

All notices and other communications required by this Agreement shall be writing and shall be delivered either by personal delivery, by mail, or e-mail. If delivered by mail, notices shall be sent by Express Mail or by certified or registered mail, return receipt requested, with postage and charges prepaid. Electronic mail is an acceptable means of communication and all e-mail communications shall be sent to the e-mail addresses below.

All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

ORANGE LIEN Data, LLC
424 E. Central Blvd., #376
Orlando, FL 32801
ATTN: Stewart Holley
Email: info@Orangelien.com

The City of Cocoa

Address: 65 Stone Street, Cocoa, FL 32922
ATTN: Jessica Dovale
Email: jdovale@cocoafl.org

Section XIII
DISPUTE RESOLUTION

Parties' Good Faith Attempt to Resolve Disputes. The Parties agree that every dispute or difference between them arising under this Agreement, including a failure to reach a decision as described in this Agreement, shall be settled first by a meeting of the Parties attempting to confer and resolve the dispute in a good faith manner.

Section XIV
GOVERNING LAW & JURISDICTION

This Agreement shall be governed in accordance with the laws of the State of Florida, County of Seminole. Each Party (a) consents to the exclusive jurisdiction and venue of the state courts located in Seminole County, Florida; (b) waives any objection it might have to jurisdiction or venue of such forum or that the forum is inconvenient; and (c) agrees not to bring any such action in any other jurisdiction or venue to which either Party might be entitled by domicile or otherwise.

Section XV
ATTORNEY'S FEES AND COSTS

The prevailing Party shall have the right to collect from the other Party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

Section XVI
TERM OF AGREEMENT

This Agreement is effective from October 1, 2020 for a period of five (5) years through September 30, 2025, unless terminated by the Parties as allowable hereunder. This Agreement can be renewed twice for a period of one (1) year term each. upon the date of initial term expiration or until terminated by either party pursuant to Section XVII of this Agreement.

Section XVII
TERMINATION

This Agreement may be terminated by either party on not less than thirty (30) days' prior written notice to the other party, without penalty. In the event of such termination each party shall be entitled to payment for outstanding Services provided prior to the termination date.

This Agreement may be terminated by written notice by either Party for material breach of this Agreement, provided the terminating Party has given the breaching Party at least fourteen (14) days written notice of, and opportunity to cure such breach. Termination for breach does not constitute waiver of any other rights or remedies that non-breaching party may have for breach of this Agreement

Section XVIII
PUBLIC RECORDS

In accordance with section 119.0701, Florida Statutes, ORANGE LIEN agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. ORANGE LIEN agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. ORANGE LIEN also agrees to provide the public with access to public records on the same terms and conditions the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law. ORANGE LIEN shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, ORANGE LIEN shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the ORANGE LIEN upon termination of

this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If ORANGE LIEN does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that ORANGE LIEN fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to ORANGE LIEN"S failure to comply with the provisions of this Paragraph, the City shall be entitled to collect from ORANGE LIEN prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against ORANGE LIEN. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of ORANGE LIEN"S failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

Section XIX
MISCELLANEOUS

a) The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be constructed as part of this Agreement.

b) If any provision in this Agreement is determined by a competent authority to be unenforceable, all other provisions of this Agreement shall continue in full force and effect. Similarly, if any provision is determined to be unenforceable due to terms exceeding that which is allowable under the law, that provision shall be enforced to the fullest extent allowable under the law.

c) The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be constructed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver occurred.

d) ORANGE LIEN is an independent contractor, and neither ORANGE LIEN nor ORANGE LIEN's staff shall be deemed employees of The City.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Digital or electronic signatures shall have the same force and effect as an original.

The parties to this Agreement have caused it to be executed on the date indicated below.

Stewart Holley
ORANGE LIEN Data, LLC
Date: 07/30/20

ATTEST BY: Kristie Pederson

KRISTIE PEDERSON
MY COMMISSION # GG120992
EXPIRES: July 04, 2021

Matt Furer, Interim City Manager
City of Cocoa
Date: 7/22/2020

ATTEST BY: Carie Shealy

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	21-172	**Version:**	1	**Name:**	Approve Amendment #1 to S&ME Professional Services Agreement
Type:	Agenda			**Status:**	Consent Agenda
File created:	2/24/2021			**In control:**	City Council
On agenda:	3/9/2021			**Final action:**	
Title:	Approve the First and Final Amendment to Professional Services Agreement with S&ME, Inc. (PSA-03-13A-COC) for professional planning consultant services. The Final Amendment will be effective March 18, 2021 and terminating on March 17, 2022. Authorize the City Manager to execute the Amendment to the Professional Services Agreement, PSA-03-13A-COC. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PSA-03-13A-COC 1st Amendment Signed by Vendor.pdf Executed Agreement for Professional Planning Consultant Services.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 24, 2021
Agenda Date: March 9, 2021
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the First and Final Amendment to Professional Services Agreement with S&ME, Inc. (PSA-03-13A-COC) for professional planning consultant services. The Final Amendment will be effective March 18, 2021 and terminating on March 17, 2022. Authorize the City Manager to execute the Amendment to the Professional Services Agreement, PSA-03-13A-COC.

BACKGROUND:

In 2019, Community Services entered into a Professional Services Agreement to provide various technical services on a project-by-project basis. The original contract was effective for two years. The consultant services that S&ME provides include those relating to compliance with the City's Comprehensive Plan, City Code and other applicable policies. Since 2019, S&ME provided consulting services for the EAR Based Amendments, Comprehensive Plan Amendments, the Parks and Open Space Master Plan and the Architectural Design Standards.

The Purchasing Division sent out a renewal notice to S&ME, Inc. requesting their desire to renew the agreement. S&ME, Inc. responded affirmatively with a signed Amendment to the Professional Services Agreement. Staff recommends that their contract be amended to renew for the final one-year term extending the contract expiring on March 17, 2022.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

This agenda item is for the approval of the final one-year term of our existing Professional Services Agreement. Budget adequacy will be reviewed as purchase requests under this contract.

PREVIOUS ACTION:

At the March 13, 2019 City Council meeting, Council approved entering into a Professional Services Agreement with S&ME for consulting services.

RECOMMENDED MOTION:

Approve the First and Final Amendment to Professional Services Agreement with S&ME, Inc. (PSA-03-13A-COC) for professional planning consultant services. The Final Amendment will be effective March 18, 2021 and terminating on March 17, 2022. Authorize the City Manager to execute the Amendment to the Professional Services Agreement, PSA-03-13A-COC.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

February 19, 2021

S&ME, Inc.
2724 Discovery Drive, Suite 120
Raleigh, NC 27616

Attn: George Kramer

Reference: Professional Planning Consultant Services (PSA-03-13A-COC)

Dear Mr. Kramer:

The contract for Professional Planning Consultant Services expires on March 17, 2021. The City of Cocoa would like to renew the contract for the 1st and final renewal option available under the contract terms, for an additional 12-month period at the same rates as states in Exhibit A, copy attached. Please complete the attached 1st Amendment to Purchase Agreement form if, your organization agrees to renew with the City of Cocoa.

Should you have any questions, or require additional information, or your company chooses not to renew please contact Diane Kozlak, dkozlak@cocoafl.org. Please return the executed Amendment to Purchase Agreement form via email to the email address listed above at your earliest convenience to ensure no disruption in service. We look forward to hearing from you.

Sincerely,

Diane Kozlak
Senior Buyer & Contracts Agent

CC: Charlene Neuterman, Deputy Community Services Deputy Director

Encls

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

PSA-03-13A-COC

This FIRST Amendment to the purchase agreement for **Professional Planning Consultant Services** is made and entered into as of March 18, 2021 by and between the **City of Cocoa** and **S&ME, Inc.**
2724 Discovery Drive, Suite 120, Raleigh, NC 27616.

The agreement entered into on March 18, 2019, is hereby amended to renew for the 1st and final renewal option available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on March 18, 2021 and terminating on March 17, 2022.

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

S&ME, Inc.	**CITY OF COCOA**
By: Patricia A. Tyjeski	**By:** Michael C. Blake
(Name) Printed	(Name) Printed
Planning Group Leader	Mayor
(Title)	(Title)
 2/19/21	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Charlene Neuterman, Community Services Deputy Director

EXHIBIT A
GENERAL SCOPE OF WORK/RATE SCHEDULE

The Consultant will provide task-oriented, on-call planning and project review services as requested by the City on a project-by-project basis. Consultant Services will include, but are not limited to:

- Responding to applicant questions through email and telephone calls. If needed, attend project meetings with the City and/or applicant during application review.
- Review applications and submittals for completeness and substance, including compliance with the City's Comprehensive Plan, City Code, and other applicable policies.
- Prepare comment response letters as needed.
- Coordinate with all City departments and outside agencies for application comments and responses.
- Prepare draft staff reports for the Community Services Department and modify and finalize such staff reports after incorporating comments from applicable City departments.
- Coordinate with the City on the timing and content of all public notices and legal advertisements.
- Attend and represent the City at public hearings as necessary.
- Provide the City with copies of all correspondence for the project file.

Schedule of Hourly Rates
Classification/ Hourly Rates

Principal / Sr. Project Manager / Project Manager / Design Manager	$ 135.00 to $ 285.00
Professional Engineer / Landscape Architect / Planner	$ 90.00 to $ 160.00
Intern Engineer / Intern Landscape Architect / Intern Planner	$ 90.00 to $ 130.00
Registered Land Surveyor / Survey Manager	$ 110.00 to $ 200.00
Survey Coordinator	$ 100.00 to $ 135.00
One Man Survey Crew *	$ 135.00 to $ 160.00
Two Man Survey Crew *	$ 140.00 to $ 190.00
Three Man Survey Crew *	$ 180.00 to $ 230.00
CAD Technician / GIS Analyst / Survey Technician / Designer / Transportation Technician / Technician or RPR	$ 55.00 to $ 170.00
Administrative	$ 65.00 to $ 110.00

*Rates vary with personnel and location

AGREEMENT FOR
PROFESSIONAL PLANNING CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 18th day of March 2019, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **S&ME, Inc.**, a North Carolina corporation authorized to conduct business in the State of Florida, whose address is 2724 Discovery Drive, Suite 120, Raleigh, NC 27616, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, City has a need to obtain non-engineering related, professional planning consulting services from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Consultant is willing to provide such services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the second (2nd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to one (1) additional one-year renewal. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this

Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Consultant" shall mean S&ME, Inc., a foreign corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes.*

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the professional planning consulting work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make request of Consultant to perform professional planning consulting services on a "task" basis. In general, such services may include, but not be limited to, project-by-project plans review and communication with City staff, applicants, and the public on applicable projects. **A general Scope of Work, i.e., a broad list of the services that may be provided by Consultant with a corresponding rate schedule is attached hereto as Exhibit "A."** The services to be performed pursuant to each Task Order shall fall within the general Scope of Work attached hereto as Exhibit A. When the City desires to enter into a specific Task Order, the City will

communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Consultant in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Consultant shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other consulting companies to provide professional consultant services.

2.3 The maximum hourly rates and certain direct charges that can be charged under this Agreement by Consultant for the first year of this Agreement, through April 30, 2020, are set forth in **EXHIBIT "A,"** which is attached hereto and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Consultant. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Consultant will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Consultant shall perform services in conformance with the mutually agreed schedule

set forth in the negotiated Task Order. Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Consultant fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Consultant without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

5.1 General Services. For basic and additional Services performed by Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant shall be bound by any attorney-work product public records exemption laws and rules.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

5.6 Errors and Deficiencies. Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Consultant for a specific Task Order shall constitute a release of all claims for payment which the Consultant may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of

overpayment.

5.12 Partial Payments. Payment made to the Consultant shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

6.2 No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to

the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant, and with a deductible not greater than $5,000.00.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating

service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article l0.l.b and l0.l.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound professional planning practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional

judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services shall comply with all applicable requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Consultant agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Consultant related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Consultant. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or

video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Consultant are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Consultant shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Consultant of the request and the Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Consultant does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Consultant acknowledges that if the Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. The Consultant acknowledges that if a civil action is filed against the Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Consultant fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating

Chapter 119, Florida Statutes, due to Consultant's failure to comply with this Section, the City shall collect from Consultant prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Consultant. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Consultant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

14.3. Ownership of Documents. The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

14.4. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

b. Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

c. Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. Consultant has committed any act of fraud or any other unlawful act upon the City or another party; or

e. Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

f. Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the City, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Consultant can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed to the satisfaction of the City prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Consultant:

S&ME, Inc.
Attention: Patricia Tyjeski, Planning Group Leader
1615 Edgewater Drive, Suite 200
Orlando, FL 32804
(407) 975-1273

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

31.2 Either party may change the notice address by providing the other party written notice of the change.

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Consultant agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONSULTANT

33.1 Consultant hereby represents and warrants to the City the following:

a. Consultant is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Consultant shall indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, costs or suits, including attorney fees, to the extent arising out of or resulting from the negligent acts,

errors or omissions of the Consultant in performance or non-performance of this Agreement, except for injuries and damages caused by the negligence of the City.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification, the Consultant specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

34.2 Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions and shall survive termination of this Agreement.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Consultant to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

35.1 If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting,

noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

35.2 The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Consultant for itself and its Subconsultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the

Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

By: _____

Print Name/Title: John A. Titkanich, Jr. AICP, ICMA-CM

CONSULTANT:

By: _____

Print Name/Title: LEONARD E. ADAMS, JR. VICE PRESIDENT

ATTEST:

By: _____
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

EXHIBIT A
GENERAL SCOPE OF WORK/RATE SCHEDULE

The Consultant will provide task-oriented, on-call planning and project review services as requested by the City on a project-by-project basis. Consultant Services will include, but are not limited to:

- Responding to applicant questions through email and telephone calls. If needed, attend project meetings with the City and/or applicant during application review.
- Review applications and submittals for completeness and substance, including compliance with the City's Comprehensive Plan, City Code, and other applicable policies.
- Prepare comment response letters as needed.
- Coordinate with all City departments and outside agencies for application comments and responses.
- Prepare draft staff reports for the Community Services Department and modify and finalize such staff reports after incorporating comments from applicable City departments.
- Coordinate with the City on the timing and content of all public notices and legal advertisements.
- Attend and represent the City at public hearings as necessary.
- Provide the City with copies of all correspondence for the project file.

Schedule of Hourly Rates
Classification/ Hourly Rates

Principal / Sr. Project Manager / Project Manager / Design Manager	$ 135.00 to $ 285.00
Professional Engineer / Landscape Architect / Planner	$ 90.00 to $ 160.00
Intern Engineer / Intern Landscape Architect / Intern Planner	$ 90.00 to $ 130.00
Registered Land Surveyor / Survey Manager	$ 110.00 to $ 200.00
Survey Coordinator	$ 100.00 to $ 135.00
One Man Survey Crew *	$ 135.00 to $ 160.00
Two Man Survey Crew *	$ 140.00 to $ 190.00
Three Man Survey Crew *	$ 180.00 to $ 230.00
CAD Technician / GIS Analyst / Survey Technician / Designer / Transportation Technician / Technician or RPR	$ 55.00 to $ 170.00
Administrative	$ 65.00 to $ 110.00

*Rates vary with personnel and location

Legislation Details (With Text)

File #:	21-173	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	2/24/2021			**In control:**	City Council
On agenda:	3/9/2021			**Final action:**	

Title: Approve the Request for Qualifications (RFQ) Review Committee Recommendation of a multi-vendor, multi-year award for professional services and hardware for Systems Administration; Network Architecture and Security; Wireless Network Support; Storage and Backups; Virtualization Support; Application/Database Development and Support; Audio/Visual Support and Desktop Support for RFQ #20-20-COCO, Professional IT Services. To authorize the City Manager to Negotiate and Execute Continuing Services Agreements with the recommended firms. (Chief Technology Officer)

Sponsors:

Indexes:

Code sections:

Attachments:
Notification of Intent to Award - Advanced Systems Solutions.pdf
IT Consulting Services Agreement_Contract No. 20-20-Advanced Systems Solutions.pdf
EXHIBIT A - Price Schedule - Advanced Systems Solutions Inc.pdf
E-Verify Contractor Affidavit - Advanced Systems Solutions.pdf
Notification of Intent to Award - Empire Computing & Consulting.pdf
IT Consulting Services Agreement_Contract No. 20-20-Empire Computing & Consulting.pdf
EXHIBIT A - Pricing Schedule - Empire Computing and Consulting.pdf
E-Verify Contractor Affidavit - Empire Computing & Consulting.pdf
Notification of Intent to Award - IM Solutions.pdf
IT Consulting Services Agreement_Contract No. 20-20-IM Solutions (2).pdf
EXHIBIT A - Pricing Schedule - IM Solutions.pdf
E-Verify Contractor Affidavit - IM Solutions.pdf
Notification of Intent to Award - Integrated Fire and Security Solutions.pdf
IT Consulting Services Agreement_Contract No. 20-20_Integrated Fire and Security Solutions.pdf
EXHIBIT A - Pricing Schedule - Integrated Fire and Security Solutions.pdf
E-Verify Contractor Affidavit - Integrated Fire and Security Solutions.pdf
Notification of Intent to Award - Network Support Company.pdf
IT Consulting Services Agreement_Contract No. 20-20 Network Support Company.pdf
EXHIBIT A - Pricing Schedule - Network Support Company.pdf
E-Verify Contractor Affidavit - Netwrok Support Company.pdf
Notification of Intent to Award - Valeo Networks.pdf
IT Consulting Service Agreement_Contract No. 20-20 Valeo Networks.pdf
EXHIBIT A - Pricing Schedule - Valeo Networks.pdf
E-Verify Contractor Affidavit - Valeo Networks.pdf
Evaluator 1_R Beach.pdf
Evaluator 2_M Lawyer.pdf
Evaluator 3_R Turner.pdf
Evaluator 4_C Perry.pdf
COI Workers Comp 2021 - Empire Computing & Consulting.pdf

COI IM Solutions.pdf
COI Integrated FIre and Security Solutions.pdf
COI Network Support Company.pdf
COI Valeo Networks.pdf
COI Pro Liability Advanced Systems Solutions.pdf
COI General Liability Advanced Systems Solutions.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 18, 2021
Agenda Date: March 9, 2021
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Approve the Request for Qualifications (RFQ) Review Committee Recommendation of a multi-vendor, multi-year award for professional services and hardware for Systems Administration; Network Architecture and Security; Wireless Network Support; Storage and Backups; Virtualization Support; Application/Database Development and Support; Audio/Visual Support and Desktop Support for RFQ #20-20-COCO, Professional IT Services. To authorize the City Manager to Negotiate and Execute Continuing Services Agreements with the recommended firms.

BACKGROUND:

Currently, the City piggybacks off competitively bid CSA agreements of other municipalities that may or may not have terms favorable to the needs of the City of Cocoa. The Information Technology Department staff has prepared Requests for Qualifications for various areas of anticipated future work. The selection of qualified consultants was based on an evaluation point scoring methodology. The RFQ Review Committee, consisting of four members from the IT Department scored submittals by use of measurable evaluation factors consisting of experience; qualifications; capability; past performance; references and local preference (office locations).

The following firms are recommended for CSA contract award.

1. Advanced Systems Solutions Inc.
2. Empire Computing and Consulting
3. IM Solutions Inc.
4. Integrated Fire and Security Solutions
5. Network Support Co.
6. Valeo Networks

Categorically, vendors shall provide the following professional services and related hardware equipment:

Systems Administration

- Advanced Systems Solutions Inc.
- Network Support Co.
- Valeo Networks

Network Architecture and Security
- Advanced Systems Solutions Inc.
- Empire Computing and Consulting
- Network Support Co.
- Valeo Networks

Wireless Network Support
- Advanced Systems Solutions Inc.
- Empire Computing and Consulting
- Network Support Co.

Storage and Backups
- Advanced Systems Solutions Inc.
- Network Support Co.
- Valeo Networks

Virtualization Support
- Advanced Systems Solutions Inc.
- Network Support Co.
- Valeo Networks

Application/Database Development and Support
- Advanced Systems Solutions Inc.
- Network Support Co.

Audio/Visual Support
- IM Solutions, Inc.
- Integrated Fire & Security Solutions

Desktop Support
- Advanced Systems Solutions, Inc.
- Network Support Co.

Staff requests Council to authorize the City Manager to negotiate and execute Continuing Services Agreements with the firms listed above. This agreement shall be for a period of five (5) years with two (2), one (1) year renewal options. There is no budgetary impact at this time as services will be on an as-needed basis. Estimated budget for these services will be included in each year's adopted budget. Task Orders for planned and budgeted projects will proceed once the City Manager has executed the contracts. Future Task Orders with costs that exceed the City Manager's signing authority will be presented for council approval.

STRATEGIC PLAN CONNECTION:

Continuing Services Agreements with qualified firms to provide professional information technology services on an as-needed basis will reduce time needed to begin and complete future technology

related projects. These projects will improve the city's effectiveness and responsiveness to its residents and business partners. The negotiated hourly rates will reduce expenditure risks and will allow the city to control long term costs supporting fiscal sustainability.

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

The City Council previously approved IT Professional Services contracts on an as-needed basis on May 23, 2019. Those contracts are currently expired.

RECOMMENDED MOTION:

Approve the Request for Qualifications (RFQ) Review Committee Recommendation of a multi-vendor, multi-year award for professional services and hardware for Systems Administration; Network Architecture and Security; Wireless Network Support; Storage and Backups; Virtualization Support; Application/Database Development and Support; Audio/Visual Support and Desktop Support for RFQ #20-20-COCO, Professional IT Services. To authorize the City Manager to Negotiate and Execute Continuing Services Agreements with the recommended firms.

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Information Technology	Division:
Bid / RFP / RFQ #: RFQ 20-20-COC Professional IT Services	Project #
Awarded To: Advanced Systems Solutions Inc.	Scope of Work or Services: Provide IT Consulting Services regarding Information Technology ("IT"), specifically the disciplines of Application/Database Development & Support, Audio/Visual Support, and Physical Security from time to time on an as-needed, task-oriented basis.
Address / City / State / Zip: 1051 Winderley Place #307, Maitland, FL 32751	Phone / Fax #'s: P: 407-414-6626 E: tcraig@advancedsystemssolutions.com
Purchase / Contract Amount: Continuing Services	Date of Award Notification: January 29, 2021
Representative / Title / Position (Print) Thomas Craig / President	Signature

Please complete the information required above.
Return the Notification of Intent to Award to Purchasing & Contracts Division when completed

ORIGINAL

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Advanced Systems Solutions)

This Agreement made and entered into on the 3rd day of February ,2021 by and **Advanced Systems Solutions Inc.,** authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **1051 Winderley Place # 307, Maitland, FL 32751** and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

WITNESSETH

WHEREAS, City has a need to obtain non-engineering related consulting services regarding Information Technology ("IT"), specifically the disciplines of Application/Database Development & Support, Audio/Visual Support, and Physical Security from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, CONTRACTOR is willing to provide such services to the City under the terms and conditions stated herein.

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

Witnessed that the CONTRACTOR and the City, for the Consideration herein-after named, agree as follows:

1. **TERM AND DEFINITIONS** –

1.1. Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the fifth (5^{th}) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to two (2) additional one-year renewals. Such an extension shall only be by written amendment and approved by the City Manager.

1.2. The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3. **Definitions.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Consultant" shall mean Advanced Systems Solutions Inc., a _S-Corporation_, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the IT consulting work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 2 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4. **Engagement.** The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2. **DESCRIPTION OF SERVICES; RATE SCHEDULE** - CONTRACTOR shall perform on an as needed basis Information Technology consulting services on a "task" basis. In general, such services may include, but not be limited to, Application/Database Development & Support, Audio/Visual Support, and Physical Security. (EXHIBIT A - PRICING SCHEDULE)

2.1. The services to be performed pursuant to each Task Order shall fall within the general Scope of Work. When the City desires to enter into a specific Task Order, the City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The CONTRACTOR will generate a detailed Scope of Work document, prepare a Schedule, add a

fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the CONTRACTOR through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

2.2. The City will issue a notice to proceed to the CONTRACTOR in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the CONTRACTOR shall perform the services set forth in the Task Order.

3. The City reserves the right, at its discretion, to perform a service related to this Agreement or to retain the services of other consulting companies to provide processional IT Consultant Services.

4. The CONTRACTOR shall not provide a minimum and maximum hourly rates table as reference to the City and will be herein to set forth as an exhibit to this Agreement.

5. **CHANGES IN SCOPE OF WORK** –

5.1. City may make changes in the Services at any time by giving written notice to CONTRACTOR. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and CONTRACTOR will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

5.2. All of the City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

6. **SCHEDULE** –

6.1. Consultant shall perform services in conformance with the mutually agreed schedule set for in negotiated Task Orders issued. Consultant shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Consultant fall behind on any agreed

upon schedule, it shall employ such resources so as to comply with the schedule both parties mutually agreed upon.

6.2. No extension for completion of services shall be granted to Consultant without the City's prior written consent, except as provided herein.

6.3. Any cost caused by defective or ill-timed services shall be borne by the party responsible thereof.

7. **METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT** –

7.1. **General Services**. For basic and additional Services performed by the Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

7.2. **Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

7.3. **Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant shall be bound by any attorney-work product public records exemption laws and rules.

7.4. **Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s218.70 et. Seq., Florida Statutes.

7.5. **Miscellaneous.** Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

7.6. **Errors and Deficiencies.** Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

7.7. **Payment Offsets.** To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

7.8. **Payment not Waiver.** The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

7.9. **Delay Remedy.** The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption, or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

7.10. **Acceptance of Payment.** Acceptance of final payment by the Consultant for a specific Task Order shall constitute a release of all claims for payment which the Consultant may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

7.11. **Payment Adjustments.** It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment.

7.12. **Partial Payments.** Payment made to the Consultant shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be perfom1ed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

8. **RIGHT TO INSPECTION** –

8.1. City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

8.2. No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

9. **PROGESS MEETING** –

9.1. City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

10. **SAFETY** –

10.1. Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

11. **REASONABLE ACCESS** –

11.1. During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

12. **INSURANCE** –

12.1. **Liability Amounts**. Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant, and with a deductible not greater than $5,000.00.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

12.2. **Special Requirements.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article l0.1.b and l0.1.c herein, as its interest may appear, from time to time.

12.3. The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included

in article 10.1.b and 10.1.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

12.4. **Independent Associates and Consultants.** All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

13. **COMPLIANCE WITH LAWS AND REGULATIONS** –

13.1. Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

14. **REPRESENTATIONS** –

14.1. Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consulting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable

requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

14.2. Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

15. **GUARANTEE AGAINST INFRINGEMENT** –

15.1. Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

16. **DOCUMENTS** –

16.1. **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Consultant agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Consultant related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Consultant. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form,

characteristics, or means of transmission of Consultant are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONSULT ANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Consultant shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Consultant of the request and the Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Consultant does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Consultant acknowledges that if the Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. The Consultant acknowledges that if a civil action is filed against the Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Consultant fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Consultant's failure to comply with this Section, the City shall collect from Consultant

prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Consultant. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Consultant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

b. **Ownership of Documents.** The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications

17. **ASSIGNMENT** –

17.1. Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

17.2. If upon recelvmg written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

17.3. If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation.

17.4. If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

18. **INDEPENDENT CONTRACTOR** –

18.1. At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

18.2. Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

18.3. Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

18.4. Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

18.5. Consultant has committed any act of fraud or any other unlawful act upon the City or another party; or

18.6. Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

18.7. Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

18.8. Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.9. In the event of such termination upon default and breach of this Agreement, any completed services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, however,

shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the City, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Consultant can be determined.

19. **TERMINATION** –

19.1. Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed to the satisfaction of the City prior to the effective date of termination.

20. **FORCE MAJEURE** –

20.1. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

21. **GOVERNING LAW & VENUE** –

21.1. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22. **HEADINGS** –

22.1. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23. **SEVERABILITY** –

23.1. In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

24. **WAIVER AND ELECTION OF REMEDIES** –

24.1. Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25. **THIRD PARTY RIGHTS** –

25.1. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

26. **PROHIBITION AGAINST CONTINGENT FEES** –

26.1. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27. **ENTIRE AGREEMENT** –

27.1. This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28. **NO JOINT VENTURE** –

28.1. Nothing herein shall be deemed to create a Joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29. **ATTORNEY'S FEES** –

29.1. Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

30. **COUNTERPARTS** –

30.1. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31. **DRAFTING** –

31.1. City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32. **NOTICE** –

32.1. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

CONSULTANT

Advanced Systems Solutions Inc.
Attn: Thomas Craig / President
1051 Winderley Place # 307
Maitland, FL 32751
P: (407) 414-6626
E: tcraig@advancedsystemssolutions.com

FOR THE CITY

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, FL 32922
P: (321) 433-8833
E: purchasing@cocoafl.org

32.2. Either party may change the notice address by providing the other party written notice of the change.

32.3. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

33. **SOVEREIGN IMMUNITY** –

33.1. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Consultant agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34. **CORPORATE REPRESENTATIVE BY CONSULTANT** –

34.1. Consultant hereby represents and warrants to the City the following:

a. Consultant is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

35. **INDEMNIFICATION AND LIMITATION OF LIABILITY** –

35.1. The Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, costs or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance or non-performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

35.2. Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but

not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions and shall survive termination of this Agreement.

35.3. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Consultant to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36. **CONSULTANT'S PERSONNEL ONSITE** –

36.1. If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

36.2. The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of

manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

37. **RECORD DRAWINGS** -

37.1. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

38. **ADDITIONAL ASSURANCES** –

38.1. The Consultant for itself and its Subconsultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

39. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding $100,000)

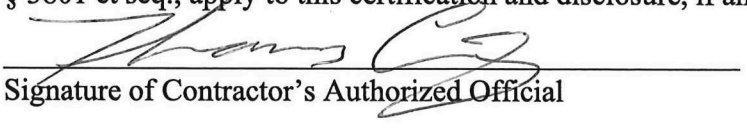
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, Advanced Systems Solutions Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Thomas Craig / President
Name and Title of Contractor's Authorized Official

02/03/2021
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Advanced Systems Solutions)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CONTRACTOR

Advanced Systems Solutions Inc.

By: _____
Print name/title: Thomas Craig / President

Date: 02/03/2021

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 3 day of February, 2021, by Thomas Craig, the President of Advanced Systems Solutions Inc., who is personally known to me or who produced _____ as identification and who did take an oath.

KRIS D GULLOTTA
Notary Public - State of Florida
Commission # HH 038244
My Comm. Expires Aug 31, 2024
Bonded through National Notary Assn.

_____
(Notary Public Signature)
Kris D. Gullotta
(Print Name)
Notary Public, State of Florida
Commission No.: HH 038244
My Commission Expires: August 31, 2024

EXHIBIT A – PRICING SCHEDULE
Advanced Systems Solutions Inc.

Part I - Information Technology Services Cost Schedule

Please provide a maximum hourly rate for each category of services your organization has been qualified to provide.

Category of Service	Mon-Fri 7 AM - 6 PM Maximum Hourly Rate	After-Hours & Holiday Maximum Hourly Rate
Systems Administration	$125	$150
Network Architecture and Security	$125	$150
Wireless Network Support	$110	$125
Storage and Backups	$125	$150
Virtualization Support	$125	$150
Application/Database Development and Support	$145	$165
Audio/Visual Support	$110	$125
Desktop Support	$90	$115

EXHIBIT A – PRICING SCHEDULE
Advanced Systems Solutions Inc.

Part II - Information Technology Equipment Cost Schedule

Please provide a minimum percentage discount for each category (in blue fields) or each item (in white fields). You may optionally exclude quoting a discount for any category or item by entering "No Bid".

Category	Minimum % Discount off
1 - Network Equipment	**%**
Ruckus	30%
Cisco	42%
Transition Networks	25%
2 - Server Equipment	**%**
HP	10%
Cisco	42%
3 - Storage	**%**
Barracuda	10%
Dell/EMC	%
Fujitsu	%
HP	10%
Nimble	10%
4 - Wireless Networking	**%**
Ruckus	30%
Cisco	42%
Radwin	%
5 - Network/Data Center	**%**
APC/Schneider	15%
Avocent	30%
Belkin	15%
Berk-Tek	%
Dymo	15%
Eaton	30%
Emcor	%
Leviton	%
Middle Atlantic	%
NetScout/Fluke	%
Siemans	%
Snake Tray	%
Softing	%
Startech	%
TrippA1:A34 Lite	25%

Category	Minimum % Discount off
6 - Memory	**%**
Corsair	10%
Crucial	25%
Kingston	25%
HP	25%
7 - Desktop Computers	**%**
Dell	26%
HP	5%
Lenovo	5%
8 - Laptop Computers	**%**
Apple	%
Asus	%
Dell	15%
HP	5%
Lenovo	5%
Panasonic	%
9 - Tablet Computers	**%**
Apple	%
Asus	%
Panasonic	%
10 - Thin/Zero Clients	**%**
Dell/Wyse	%
11 - Monitors/Televisions/Projectors	**%**
Dell	15%
LG	%
Samsung	%
Sony	%
Viewsonic	10%
Vizio	%
12 - Audio/Visual Equipment	**%**
13 - Telecom/VoIP	**%**
Jabra	%
Mitel/Shoretel	%
Plantronics	%
Sennheiser	%

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Advanced Systems Solutions Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Advanced Systems Solutions Inc [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Thomas Craig

Date: 02/03/2021

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2/3/2021 (date) by Thomas Craig (name of officer or agent, title of officer or agent) of Advanced Systems Solutions Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Kris D. Gullotta

[Notary Seal] Notary Public

Kris D Gullotta

Name typed, printed or stamped

My Commission Expires: Aug 31, 2024

KRIS D GULLOTTA
Notary Public - State of Florida
Commission # HH 038244
My Comm. Expires Aug 31, 2024
Bonded through National Notary Assn.

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Information Technology	Division:
Bid / RFP / RFQ #: RFQ 20-20-COC Professional IT Services	Project #
Awarded To: Empire Computing & Consulting Inc.	Scope of Work or Services: Provide IT Consulting Services regarding Information Technology ("IT"), specifically the disciplines of Application/Database Development & Support, Audio/Visual Support, and Physical Security from time to time on an as-needed, task-oriented basis.
Address / City / State / Zip: 120 N. Frederick Ave., Daytona, FL 32114	Phone / Fax #'s: P: 386-253-6506 E: davec@empirecomputing.com
Purchase / Contract Amount: Continuing Services	Date of Award Notification: January 29, 2021
Representative / Title / Position (Print) Dave Campos / President – CEO	Signature

Please complete the information required above.

Return the Notification of Intent to Award to Purchasing & Contracts Division when completed

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

This Agreement made and entered into on the 29th day of January **,2021** by and **Empire Computing & Consulting Inc.,** authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **120 N. Frederick Ave., Daytona, FL 32114** and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

WITNESSETH

WHEREAS, City has a need to obtain non-engineering related consulting services regarding Information Technology ("IT"), specifically the disciplines of Application/Database Development & Support, Audio/Visual Support, and Physical Security from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, CONTRACTOR is willing to provide such services to the City under the terms and conditions stated herein.

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

Witnessed that the CONTRACTOR and the City, for the Consideration herein-after named, agree as follows:

1. **TERM AND DEFINITIONS** –

1.1. Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the fifth (5^{th}) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to two (2) additional one-year renewals. Such an extension shall only be by written amendment and approved by the City Manager.

1.2. The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3. **Definitions.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Consultant" shall mean Empire Computing & Consulting Inc., a _S-Corporation_, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the IT consulting work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 2 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4. **Engagement.** The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2. **DESCRIPTION OF SERVICES; RATE SCHEDULE** - CONTRACTOR shall perform on an as needed basis Information Technology consulting services on a "task" basis. In general, such services may include, but not be limited to, Application/Database Development & Support, Audio/Visual Support, and Physical Security. (EXHIBIT A - PRICING SCHEDULE).

2.1. The services to be performed pursuant to each Task Order shall fall within the general Scope of Work.When the City desires to enter into a specific Task Order, the City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The CONTRACTOR will generate a detailed Scope of Work document, prepare a Schedule, add a

fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the CONTRACTOR through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

2.2. The City will issue a notice to proceed to the CONTRACTOR in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the CONTRACTOR shall perform the services set forth in the Task Order.

3. The City reserves the right, at its discretion, to perform a service related to this Agreement or to retain the services of other consulting companies to provide processional IT Consultant Services.

4. The CONTRACTOR shall not provide a minimum and maximum hourly rates table as reference to the City and will be herein to set forth as an exhibit to this Agreement.

5. **CHANGES IN SCOPE OF WORK** –

5.1. City may make changes in the Services at any time by giving written notice to CONTRACTOR. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and CONTRACTOR will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

5.2. All of the City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

6. **SCHEDULE** –

6.1. Consultant shall perform services in conformance with the mutually agreed schedule set for in negotiated Task Orders issued. Consultant shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Consultant fall behind on any agreed

upon schedule, it shall employ such resources so as to comply with the schedule both parties mutually agreed upon.

6.2. No extension for completion of services shall be granted to Consultant without the City's prior written consent, except as provided herein.

6.3. Any cost caused by defective or ill-timed services shall be borne by the party responsible thereof.

7. **METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT** –

7.1. **General Services**. For basic and additional Services performed by the Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

7.2. **Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

7.3. **Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant shall be bound by any attorney-work product public records exemption laws and rules.

7.4. **Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s218.70 et. Seq., Florida Statutes.

7.5. **Miscellaneous.** Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

7.6. **Errors and Deficiencies.** Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

7.7. **Payment Offsets.** To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

7.8. **Payment not Waiver.** The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

7.9. **Delay Remedy.** The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption, or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

7.10. **Acceptance of Payment.** Acceptance of final payment by the Consultant for a specific Task Order shall constitute a release of all claims for payment which the Consultant may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

7.11. **Payment Adjustments.** It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment.

7.12. **Partial Payments.** Payment made to the Consultant shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be perfom1ed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

8. **RIGHT TO INSPECTION** –

8.1. City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

8.2. No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

9. **PROGESS MEETING** –

9.1. City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

10. **SAFETY** –

10.1. Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

11. **REASONABLE ACCESS** –

11.1. During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

12. **INSURANCE** –

12.1. **Liability Amounts**. Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant, and with a deductible not greater than $5,000.00.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

12.2. **Special Requirements.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article l0.1.b and l0.1.c herein, as its interest may appear, from time to time.

12.3. The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included

in article 10.1.b and 10.1.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

12.4. **Independent Associates and Consultants.** All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

13. **COMPLIANCE WITH LAWS AND REGULATIONS –**

13.1. Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

14. **REPRESENTATIONS** –

14.1. Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consulting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable

requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

14.2. Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

15. **GUARANTEE AGAINST INFRINGEMENT** –

15.1. Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

16. **DOCUMENTS** –

16.1. **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Consultant agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Consultant related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Consultant. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form,

characteristics, or means of transmission of Consultant are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONSULT ANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Consultant shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Consultant of the request and the Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Consultant does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Consultant acknowledges that if the Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. The Consultant acknowledges that if a civil action is filed against the Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Consultant fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Consultant's failure to comply with this Section, the City shall collect from Consultant

prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Consultant. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Consultant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

b. **Ownership of Documents.** The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications

17. **ASSIGNMENT –**

17.1. Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

17.2. If upon rece1vmg written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

17.3. If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation.

17.4. If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

18. **INDEPENDENT CONTRACTOR** –

18.1. At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

18.2. Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

18.3. Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

18.4. Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

18.5. Consultant has committed any act of fraud or any other unlawful act upon the City or another party; or

18.6. Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

18.7. Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

18.8. Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.9. In the event of such termination upon default and breach of this Agreement, any completed services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, however,

shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the City, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Consultant can be determined.

19. **TERMINATION** –

19.1. Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed to the satisfaction of the City prior to the effective date of termination.

20. **FORCE MAJEURE** –

20.1. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

21. **GOVERNING LAW & VENUE** –

21.1. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22. **HEADINGS** –

22.1. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23. **SEVERABILITY** –

23.1. In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

24. **WAIVER AND ELECTION OF REMEDIES** –

24.1. Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25. **THIRD PARTY RIGHTS** –

25.1. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

26. **PROHIBITION AGAINST CONTINGENT FEES** –

26.1. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27. **ENTIRE AGREEMENT** –

27.1. This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28. **NO JOINT VENTURE** –

28.1. Nothing herein shall be deemed to create a Joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29. **ATTORNEY'S FEES** –

29.1. Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

30. **COUNTERPARTS** –

30.1. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31. **DRAFTING** –

31.1. City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32. **NOTICE** –

32.1. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

CONSULTANT

Empire Computing & Consulting Inc.
Attn: Dave Campos / President – CEO
120 N. Frederick Ave
Daytona, FL 32114
P: (386) 253-6506
E: davec@empirecomputing.com

FOR THE CITY

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, FL 32922
P: (321) 433-8833
E: purchasing@cocoafl.org

32.2. Either party may change the notice address by providing the other party written notice of the change.

32.3. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

33. **SOVEREIGN IMMUNITY** –

33.1. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Consultant agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34. **CORPORATE REPRESENTATIVE BY CONSULTANT** –

34.1. Consultant hereby represents and warrants to the City the following:

a. Consultant is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

35. **INDEMNIFICATION AND LIMITATION OF LIABILITY** –

35.1. The Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, costs or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance or non-performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

35.2. Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but

not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions and shall survive termination of this Agreement.

35.3. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Consultant to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36. **CONSULTANT'S PERSONNEL ONSITE** –

36.1. If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

36.2. The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of

manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

37. **RECORD DRAWINGS** -

37.1. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

38. **ADDITIONAL ASSURANCES** –

38.1. The Consultant for itself and its Subconsultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

39. **FEDERALLY FUNDED PROJECTS (As Applicable) –** For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity*. During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding $100,000)

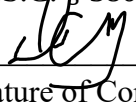
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, Empire Computing & Consulting Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

David Campos / President
Name and Title of Contractor's Authorized Official

January 29, 2021
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

Carie Shealy, City Clerk

CONTRACTOR

Empire Computing & Consulting Inc.

By: David Campos, Jr. President/CEO
Print name/title: David Campos / President

Date: 1/29/2021

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 16th day of February, 2021, by David Campos Jr., the _____ of _____, who is personally known to me or who produced FLC512-161-65-370-0 as identification and who did take an oath.

PAMELA J. GREENHAW
Notary Public - State of Florida
Commission # HH 064078
My Comm. Expires Feb 11, 2025
Bonded through National Notary Assn.

(Notary Public Signature)
Pamela J. Greenhaw
(Print Name)
Notary Public, State of FL
Commission No.: #HH 064078
My Commission Expires: 02.11.2025

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part I - Information Technology Services Cost Schedule

Please provide a maximum hourly rate for each category of services your organization has been qualified to provide.

Category of Service	Mon-Fri 7 AM - 6 PM Maximum Hourly Rate	After-Hours & Holiday Maximum Hourly Rate
Network Architecture and Security	$110.00	$ 225.00
Wireless Network Support	$110.00*	$225.00

Pricing reflected on cost sheet is for single purchase items. Items in quantity or over dollar thresholds can be considered for manufacturer special pricing and additional discounting. Empire is an HPE Aruba Gold partner and a NASPO State of Florida participant. Empire also participates on NASPO with Cisco.

Empire can also offer purchasing opportunities through PEPPM, GSA and NCPA should the City so find necessary.

*the wireless network support above does not include the point to point wireless which is covered under a separate contract.

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part II - Information Technology Equipment Cost Schedule

Please provide a minimum percentage discount for each category (in blue fields) or each item (in white fields). You may optionally exclude quoting a discount for any category or item by entering "No Bid".

Category	Minimum % Discount off
1 - Network Equipment	**%**
Ruckus	44%
Cisco	35%
Transition Networks	10%
2 - Server Equipment	**%**
HP	25%
Cisco	35%
3 - Storage	**%**
Barracuda	15%
Dell/EMC	%
Fujitsu	%
HP	35%
Nimble	35%
4 - Wireless Networking	**%**
Ruckus	35%
Cisco	35%
Radwin	20%
5 - Network/Data Center	**%**
APC/Schneider	%
Avocent	30%
Belkin	%
Berk-Tek	%
Dymo	%
Eaton	%
Emcor	%
Leviton	%
Middle Atlantic	%
NetScout/Fluke	%
Siemans	%
Snake Tray	%
Softing	%
Startech	%
TrippA1:A34 Lite	%

Category	Minimum % Discount off
6 - Memory	**%**
Corsair	%
Crucial	%
Kingston	%
HP	%
7 - Desktop Computers	**%**
Dell	%
HP	%
Lenovo	%
8 - Laptop Computers	**%**
Apple	%
Asus	%
Dell	%
HP	%
Lenovo	%
Panasonic	15%
9 - Tablet Computers	**%**
Apple	%
Asus	%
Panasonic	15%
10 - Thin/Zero Clients	**%**
Dell/Wyse	%
11 - Monitors/Televisions/Projectors	**%**
Dell	%
LG	%
Samsung	%
Sony	%
Viewsonic	%
Vizio	%
12 - Audio/Visual Equipment	**%**
13 - Telecom/VoIP	**%**
Jabra	%
Mitel/Shoretel	%
Plantronics	%
Sennheiser	%

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Empire Computing & Consulting, Inc [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Empire Computing & Consulting, Inc [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: DAVID A CAMPOS

Date: 2/2/2021

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 2/2/2021 (date) by David A Campos (name of officer or agent, title of officer or agent) of Empire Computer Consulting Inc (name of corporation acknowledging), a FL subS (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FLDL C512161653700 (type of identification) as identification.

[Notary Seal] Notary Public

Darren L. Miller

Name typed, printed or stamped

My Commission Expires: Apr 9, 2022

DARREN L. MILLER
Notary Public - State of Florida
Commission # GG 205113
My Comm. Expires Apr 9, 2022

e-verify.uscis.gov/web/EmployerWizard.aspx

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Company Information

Company Name
Empire Computing and Consulting Inc

Company ID Number
452064

Doing Business As (DBA) Name
Empire Computing and Consulting Inc

DUNS Number
948122288

Physical Location

Address 1
120 N frederick Ave

Address 2
--

City
Daytona Beach

State
FL

Zip Code
32114

County
VOLUSIA

Mailing Address

Address 1
120 N frederick Ave

Address 2
--

City
Daytona Beach

State
FL

Zip Code
32114

Additional Information

Employer Identification Number
593284389

Total Number of Employees
5 to 9

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

View / Edit

NAICS Code
517 - TELECOMMUNICATIONS

View / Edit

Total Hiring Sites
1

View / Edit

Total Points of Contact
6

View / Edit

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Information Technology	Division:
Bid / RFP / RFQ #: RFQ 20-20-COC Professional IT Services	Project #
Awarded To: IM Solutions Inc.	Scope of Work or Services: Provide IT Consulting Services regarding Information Technology ("IT"), specifically the disciplines of Application/Database Development & Support, Audio/Visual Support, and Physical Security from time to time on an as-needed, task-oriented basis.
Address / City / State / Zip: 2801 S. Harbor City Blvd., Melbourne, FL 32901	Phone / Fax #'s: P: 321-722-3522 E: bill.d@im.solutions.com
Purchase / Contract Amount: Continuing Services	Date of Award Notification: January 29, 2021
Representative / Title / Position (Print) Bill Davis / Chief Engineer	Signature 

Please complete the information required above.

Return the Notification of Intent to Award to Purchasing & Contracts Division when completed

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-IM Solutions)

This Agreement made and entered into on the ____ day of_____ **,2021** by and **IM Solutions Inc.,** authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **2801 S. Harbor City Blvd., Melbourne, FL 32901** and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

WITNESSETH

WHEREAS, City has a need to obtain non-engineering related consulting services regarding Information Technology ("IT"), specifically the disciplines of Application/Database Development & Support, Audio/Visual Support, and Physical Security from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, CONTRACTOR is willing to provide such services to the City under the terms and conditions stated herein.

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

Witnessed that the CONTRACTOR and the City, for the Consideration herein-after named, agree as follows:

1. **TERM AND DEFINITIONS** –

1.1. Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the fifth (5^{th}) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to two (2) additional one-year renewals. Such an extension shall only be by written amendment and approved by the City Manager.

1.2. The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3. **Definitions.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Consultant" shall mean IM Solutions, Inc., a _S-Corporation_, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the IT consulting work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 2 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4. **Engagement.** The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2. **DESCRIPTION OF SERVICES; RATE SCHEDULE** - CONTRACTOR shall perform on an as needed basis Information Technology consulting services on a "task" basis. In general, such services may include, but not be limited to, Application/Database Development & Support, Audio/Visual Support, and Physical Security. EXHIBIT A - PRICING SCHEDULE

2.1. The services to be performed pursuant to each Task Order shall fall within the general Scope of Work. When the City desires to enter into a specific Task Order, the City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The CONTRACTOR will generate a detailed Scope of Work document, prepare a Schedule, add a

fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the CONTRACTOR through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

2.2. The City will issue a notice to proceed to the CONTRACTOR in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the CONTRACTOR shall perform the services set forth in the Task Order.

3. The City reserves the right, at its discretion, to perform a service related to this Agreement or to retain the services of other consulting companies to provide processional IT Consultant Services.

4. The CONTRACTOR shall not provide a minimum and maximum hourly rates table as reference to the City and will be herein to set forth as an exhibit to this Agreement.

5. **CHANGES IN SCOPE OF WORK** –

5.1. City may make changes in the Services at any time by giving written notice to CONTRACTOR. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and CONTRACTOR will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

5.2. All of the City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

6. **SCHEDULE** –

6.1. Consultant shall perform services in conformance with the mutually agreed schedule set for in negotiated Task Orders issued. Consultant shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Consultant fall behind on any agreed

upon schedule, it shall employ such resources so as to comply with the schedule both parties mutually agreed upon.

6.2. No extension for completion of services shall be granted to Consultant without the City's prior written consent, except as provided herein.

6.3. Any cost caused by defective or ill-timed services shall be borne by the party responsible thereof.

7. **METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT** –

7.1. **General Services**. For basic and additional Services performed by the Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

7.2. **Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

7.3. **Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant shall be bound by any attorney-work product public records exemption laws and rules.

7.4. **Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s218.70 et. Seq., Florida Statutes.

7.5. **Miscellaneous.** Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

7.6. **Errors and Deficiencies.** Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

7.7. **Payment Offsets.** To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

7.8. **Payment not Waiver.** The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

7.9. **Delay Remedy.** The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption, or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

7.10. **Acceptance of Payment.** Acceptance of final payment by the Consultant for a specific Task Order shall constitute a release of all claims for payment which the Consultant may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

7.11. **Payment Adjustments.** It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment.

7.12. **Partial Payments.** Payment made to the Consultant shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be perfom1ed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

8. **RIGHT TO INSPECTION** –

8.1. City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

8.2. No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

9. **PROGESS MEETING** –

9.1. City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

10. **SAFETY** –

10.1. Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

11. **REASONABLE ACCESS** –

11.1. During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

12. **INSURANCE** –

12.1. **Liability Amounts**. Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant, and with a deductible not greater than $5,000.00.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

12.2. **Special Requirements.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article l0.1.b and l0.1.c herein, as its interest may appear, from time to time.

12.3. The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included

in article 10.1.b and 10.1.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

12.4. **Independent Associates and Consultants.** All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

13. **COMPLIANCE WITH LAWS AND REGULATIONS –**

13.1. Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

14. **REPRESENTATIONS** –

14.1. Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consulting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable

requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

14.2. Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

15. **GUARANTEE AGAINST INFRINGEMENT** –

15.1. Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

16. **DOCUMENTS** –

16.1. **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Consultant agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Consultant related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Consultant. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form,

characteristics, or means of transmission of Consultant are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONSULT ANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Consultant shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Consultant of the request and the Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Consultant does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Consultant acknowledges that if the Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. The Consultant acknowledges that if a civil action is filed against the Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Consultant fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Consultant's failure to comply with this Section, the City shall collect from Consultant

prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Consultant. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Consultant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

b. **Ownership of Documents.** The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications

17. **ASSIGNMENT** –

17.1. Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

17.2. If upon rece1vmg written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

17.3. If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation.

17.4. If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

18. **INDEPENDENT CONTRACTOR** –

18.1. At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

18.2. Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

18.3. Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

18.4. Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

18.5. Consultant has committed any act of fraud or any other unlawful act upon the City or another party; or

18.6. Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

18.7. Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

18.8. Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.9. In the event of such termination upon default and breach of this Agreement, any completed services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, however,

shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the City, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Consultant can be determined.

19. **TERMINATION** –

19.1. Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed to the satisfaction of the City prior to the effective date of termination.

20. **FORCE MAJEURE** –

20.1. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

21. **GOVERNING LAW & VENUE** –

21.1. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22. **HEADINGS** –

22.1. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23. **SEVERABILITY** –

23.1. In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

24. **WAIVER AND ELECTION OF REMEDIES** –

24.1. Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25. **THIRD PARTY RIGHTS** –

25.1. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

26. **PROHIBITION AGAINST CONTINGENT FEES** –

26.1. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27. **ENTIRE AGREEMENT** –

27.1. This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28. **NO JOINT VENTURE** –

28.1. Nothing herein shall be deemed to create a Joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29. **ATTORNEY'S FEES** –

29.1. Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

30. **COUNTERPARTS** –

30.1. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31. **DRAFTING** –

31.1. City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32. **NOTICE** –

32.1. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

CONSULTANT

IM SOLUTIONS INC.
Attn: Bill Davis, Chief Engineer
2801 S Harbor City Blvd
Melbourne, FL 32901
P: (321) 722-3522
E: bill.d@im.solutions.com

FOR THE CITY

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, FL 32922
P: (321) 433-8833
E: purchasing@cocoafl.org

32.2. Either party may change the notice address by providing the other party written notice of the change.

32.3. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

33. **SOVEREIGN IMMUNITY** –

33.1. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Consultant agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34. **CORPORATE REPRESENTATIVE BY CONSULTANT** –

34.1. Consultant hereby represents and warrants to the City the following:

a. Consultant is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

35. **INDEMNIFICATION AND LIMITATION OF LIABILITY** –

35.1. The Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, costs or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance or non-performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

35.2. Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but

not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions and shall survive termination of this Agreement.

35.3. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Consultant to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36. **CONSULTANT'S PERSONNEL ONSITE** –

36.1. If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

36.2. The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of

manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

37. **RECORD DRAWINGS** -

37.1. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

38. **ADDITIONAL ASSURANCES** –

38.1. The Consultant for itself and its Subconsultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

39. **FEDERALLY FUNDED PROJECTS (As Applicable) –** For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, IM SOLUTIONS INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Bill Davis / VP Owner
Name and Title of Contractor's Authorized Official

2/8/21
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CONTRACTOR

IM SOLUTIONS INC.

By: _____
Print name/title: Bill Davis / Owner

Date: 2/8/21

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 8th day of February, 2021, by Bill Davis, the VP/CTO of IM Solutions, Inc., who is (personally known to me) or who produced _____ as identification and who did take an oath.

_____
(Notary Public Signature)
ALISON J MUSCHETT
(Print Name)
Notary Public, State of FLORIDA
Commission No.: GG 234914
My Commission Expires: July 8, 2022

ALISON J. MUSCHETT
MY COMMISSION # GG 234914
EXPIRES: July 8, 2022
Bonded Thru Notary Public Underwriters

EXHIBIT A - PRICING SCHEDULE

IM Solutions

Part I - Information Technology Services Cost Schedule

Please provide a maximum hourly rate for each category of services your organization has been qualified to provide.

Category of Service *Application/Database Development & Support*	**Mon-Fri 7 AM - 6 PM Maximum Hourly Rate**	**After-Hours & Holiday Maximum Hourly Rate**
IT Design Specialist	$130.00	$195.00
Network Engineer	$130.00	$195.00
Programmer	$130.00	$195.00
Specialty Systems Programmer		$225.00
Systems Analyst	$130.00	$195.00
Database Architect	$150.00	$225.00
Communications Engineer – UCC Systems	$130.00	$195.00
CRM / CEC / Application Specialist	$130.00	$195.00
RPA (Robotic Process Automation) Specialist	$150.00	$225.00
Project Manager	$110.00	$165.00
Application Database Specialist	$150.00	$225.00
Business Analyst	$110.00	$165.00
Cybersecurity Specialist	$130.00	$195.00
Disaster Recovery Planning Specialist	$130.00	$195.00
Graphics Designer (e.g. - for web page design)	$110.00	$165.00
Technical Writer	$110.00	$165.00
SharePoint Administrator	$130.00	$195.00
Category of Service *Audio/Visual Support*	**Mon-Fri 7 AM - 6 PM Maximum Hourly Rate**	**After-Hours & Holiday Maximum Hourly Rate**
Service Technician	$100.00	$150.00
Service Programmer	$130.00	$195.00
Project Manager	$110.00	$165.00
Engineering	$130.00	$195.00
Installation Programmer	$130.00	$195.00
Installation Technician	$100.00	$150.00

IM Solutions

Category of Service *Physical Security*	**Mon-Fri 7 AM - 6 PM Maximum Hourly Rate**	**After-Hours & Holiday Maximum Hourly Rate**
Service Technician	$100.00	$150.00
Service Programmer	$130.00	$195.00
Project Manager	$110.00	$165.00
Engineering	$130.00	$195.00
Installation Programmer	$130.00	$195.00
Installation Technician	$100.00	$150.00

IM Solutions

Part II - Information Technology Equipment Cost Schedule

Please provide a minimum percentage discount for each category (in blue fields) or each item (in white fields). You may optionally exclude quoting a discount for any category or item by entering "No Bid".

Category	Minimum % Discount off
1 - Network Equipment	**%**
Ruckus	*10%
Cisco	*25%
Transition Networks	No Bid
2 - Server Equipment	**%**
HP	No Bid
Cisco	No Bid
3 - Storage	**%**
Barracuda	No Bid
Dell/EMC	No Bid
Fujitsu	No Bid
HP	No Bid
Nimble	No Bid
4 - Wireless Networking	**%**
Ruckus	*10%
Cisco	*25%
Radwin	No Bid
5 - Network/Data Center	**%**
APC/Schneider	*10%
Avocent	No Bid
Belkin	*10%
Berk-Tek	No Bid
Dymo	No Bid
Eaton	No Bid
Emcor	No Bid
Leviton	*10%
Middle Atlantic	*10%
NetScout/Fluke	No Bid
Siemans	No Bid
Snake Tray	No Bid
Softing	No Bid
Startech	No Bid
TrippA1:A34 Lite	*10%

Category	Minimum % Discount off
6 - Memory	**%**
Corsair	No Bid
Crucial	No Bid
Kingston	No Bid
HP	No Bid
7 - Desktop Computers	**%**
Dell	No Bid
HP	No Bid
Lenovo	No Bid
8 - Laptop Computers	**%**
Apple	No Bid
Asus	No Bid
Dell	No Bid
HP	No Bid
Lenovo	No Bid
Panasonic	No Bid
9 - Tablet Computers	**%**
Apple	No Bid
Asus	No Bid
Panasonic	No Bid
10 - Thin/Zero Clients	**%**
Dell/Wyse	No Bid
11 - Monitors/Televisions/Projectors	***10%**
Dell	*10%
LG	*10%
Samsung	*10%
Sony	*10%
Viewsonic	*10%
Vizio	*10%
12 - Audio/Visual Equipment	***10%**
13 - Telecom/VoIP	*10%
Jabra	*10%
Mitel/Shoretel	No Bid
Plantronics	*10%
Sennheiser	*10%

*Pricing varies day to day. Please call IM Solutions for best discount.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that IM Solutions, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of IM Solutions, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Bill Davis

Date: 2/8/21

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8th day of Feb, 2021 (date) by Bill Davis, VP/CTO (name of officer or agent, title of officer or agent) of IM Solutions, Inc (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public

Alison J Muschett

Name typed, printed or stamped

My Commission Expires: July 8, 2022

ALISON J. MUSCHETT
MY COMMISSION # GG 234914
EXPIRES: July 8, 2022
Bonded Thru Notary Public Underwriters

E-Verify

Welcome
Alison Muschett

Company
IM Solutions, Inc.

User ID
AMUS7452

MENU

Company Information

Company Name
IM Solutions, Inc.

Company ID Number
1361355

Doing Business As (DBA) Name
--

DUNS Number
126441984

Physical Location

Address 1
2801 South Harbor City Blvd.

Address 2
--

City
Melbourne

State
FL

Zip Code
32901

County
BREVARD

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code
--

Additional Information

Employer Identification Number
352190575

Total Number of Employees
10 to 19

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
Federal Contractor without FAR E-Verify Clause

View / Edit

NAICS Code
238 - SPECIALTY TRADE CONTRACTORS

View / Edit

Total Hiring Sites
1

View / Edit

Total Points of Contact
2

View / Edit

View Original MOU Template

View MOU

Last Login: 09/05/2019 01:21 PM

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Information Technology	Division:
Bid / RFP / RFQ #: RFQ 20-20-COC Professional IT Services	Project #
Awarded To: Integrated Fire and Security Solutions Inc.	Scope of Work or Services: Provide IT Consulting Services regarding Information Technology ("IT"), specifically the disciplines of Application/Database Development & Support, Audio/Visual Support, and Physical Security from time to time on an as-needed, task-oriented basis.
Address / City / State / Zip: 4615 ParkBreeze Ct., Orlando, FL 32808	Phone / Fax #'s: P: 888-955-0007 E: Tmelnick@ifssi.com
Purchase / Contract Amount: Continuing Services	Date of Award Notification: January 29, 2021
Representative / Title / Position (Print) Tim Melnick / Branch Manager John Peterson	Signature John C Peterson COO

Please complete the information required above.
Return the Notification of Intent to Award to Purchasing & Contracts Division when completed

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Integrated Fire and Security)

This Agreement made and entered into on the 22 day of Feb ,**2021** by and **Integrated Fire and Security Solutions Inc.,** authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **4615 ParkBreeze Ct., Orlando, FL 32808** and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

WITNESSETH

WHEREAS, City has a need to obtain non-engineering related consulting services regarding Information Technology ("IT"), specifically the disciplines of Application/Database Development & Support, Audio/Visual Support, and Physical Security from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, CONTRACTOR is willing to provide such services to the City under the terms and conditions stated herein.

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

Witnessed that the CONTRACTOR and the City, for the Consideration herein-after named, agree as follows:

1. **TERM AND DEFINITIONS** –

1.1. Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the fifth (5^{th}) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to two (2) additional one-year renewals. Such an extension shall only be by written amendment and approved by the City Manager.

1.2. The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3. **Definitions.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Consultant" shall mean Integrated Fire and Security Solutions Inc., a _S-Corporation_, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the IT consulting work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 2 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4. **Engagement.** The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2. **DESCRIPTION OF SERVICES; RATE SCHEDULE** - CONTRACTOR shall perform on an as needed basis Information Technology consulting services on a "task" basis. In general, such services may include, but not be limited to, Application/Database Development & Support, Audio/Visual Support, and Physical Security. EXHIBIT A - PRICING SCHEDULE

2.1. The services to be performed pursuant to each Task Order shall fall within the general Scope of Work. When the City desires to enter into a specific Task Order, the City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The

CONTRACTOR will generate a detailed Scope of Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the CONTRACTOR through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

2.2. The City will issue a notice to proceed to the CONTRACTOR in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the CONTRACTOR shall perform the services set forth in the Task Order.

3. The City reserves the right, at its discretion, to perform a service related to this Agreement or to retain the services of other consulting companies to provide processional IT Consultant Services.

4. The CONTRACTOR shall not provide a minimum and maximum hourly rates table as reference to the City and will be herein to set forth as an exhibit to this Agreement.

5. **CHANGES IN SCOPE OF WORK** –

5.1. City may make changes in the Services at any time by giving written notice to CONTRACTOR. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and CONTRACTOR will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

5.2. All of the City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

6. **SCHEDULE** –

6.1. Consultant shall perform services in conformance with the mutually agreed schedule set for in negotiated Task Orders issued. Consultant shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Consultant fall behind on any agreed

upon schedule, it shall employ such resources so as to comply with the schedule both parties mutually agreed upon.

6.2. No extension for completion of services shall be granted to Consultant without the City's prior written consent, except as provided herein.

6.3. Any cost caused by defective or ill-timed services shall be borne by the party responsible thereof.

7. **METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT** –

7.1. **General Services**. For basic and additional Services performed by the Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

7.2. **Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

7.3. **Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant shall be bound by any attorney-work product public records exemption laws and rules.

7.4. **Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s218.70 et. Seq., Florida Statutes.

7.5. **Miscellaneous.** Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

7.6. **Errors and Deficiencies.** Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

7.7. **Payment Offsets.** To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

7.8. **Payment not Waiver.** The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

7.9. **Delay Remedy.** The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption, or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

7.10. **Acceptance of Payment.** Acceptance of final payment by the Consultant for a specific Task Order shall constitute a release of all claims for payment which the Consultant may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

7.11. **Payment Adjustments.** It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment.

7.12. **Partial Payments.** Payment made to the Consultant shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be perfom1ed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

8. **RIGHT TO INSPECTION** –

8.1. City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

8.2. No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

9. **PROGESS MEETING** –

9.1. City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

10. **SAFETY** –

10.1. Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

11. **REASONABLE ACCESS** –

11.1. During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

12. **INSURANCE** –

12.1. **Liability Amounts**. Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant, and with a deductible not greater than $5,000.00.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

12.2. **Special Requirements.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article l0.1.b and l0.1.c herein, as its interest may appear, from time to time.

12.3. The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included

in article 10.1.b and 10.1.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

12.4. **Independent Associates and Consultants.** All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

13. **COMPLIANCE WITH LAWS AND REGULATIONS** –

13.1. Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

14. **REPRESENTATIONS** –

14.1. Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consulting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable

requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

14.2. Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

15. **GUARANTEE AGAINST INFRINGEMENT** –

15.1. Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

16. **DOCUMENTS** –

16.1. **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Consultant agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Consultant related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Consultant. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form,

characteristics, or means of transmission of Consultant are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONSULT ANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Consultant shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Consultant of the request and the Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Consultant does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Consultant acknowledges that if the Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. The Consultant acknowledges that if a civil action is filed against the Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Consultant fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Consultant's failure to comply with this Section, the City shall collect from Consultant

prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Consultant. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Consultant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

b. **Ownership of Documents.** The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications

17. **ASSIGNMENT** –

17.1. Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

17.2. If upon receivmg written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

17.3. If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation.

17.4. If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

18. **INDEPENDENT CONTRACTOR** –

18.1. At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

18.2. Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

18.3. Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

18.4. Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

18.5. Consultant has committed any act of fraud or any other unlawful act upon the City or another party; or

18.6. Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

18.7. Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

18.8. Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.9. In the event of such termination upon default and breach of this Agreement, any completed services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, however,

shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the City, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Consultant can be determined.

19. **TERMINATION** –

19.1. Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed to the satisfaction of the City prior to the effective date of termination.

20. **FORCE MAJEURE** –

20.1. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

21. **GOVERNING LAW & VENUE** –

21.1. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22. **HEADINGS** –

22.1. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23. **SEVERABILITY** –

23.1. In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

24. **WAIVER AND ELECTION OF REMEDIES** –

24.1. Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25. **THIRD PARTY RIGHTS** –

25.1. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

26. **PROHIBITION AGAINST CONTINGENT FEES** –

26.1. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27. **ENTIRE AGREEMENT** –

27.1. This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28. **NO JOINT VENTURE** –

28.1. Nothing herein shall be deemed to create a Joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29. **ATTORNEY'S FEES** –

29.1. Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

30. **COUNTERPARTS** –

30.1. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31. **DRAFTING** –

31.1. City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32. **NOTICE** –

32.1. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

CONSULTANT

Integrated Fire and Security Solutions Inc.
Attn: Tim Melnick / Branch Manager
4615 ParkBreeze Ct.
Orlando, FL 32808
P: (888) 955-0007
E: Tmelnick@ifssi.com

FOR THE CITY

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, FL 32922
P: (321) 433-8833
E: purchasing@cocoafl.org

32.2. Either party may change the notice address by providing the other party written notice of the change.

32.3. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

33. **SOVEREIGN IMMUNITY** –

33.1. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Consultant agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34. **CORPORATE REPRESENTATIVE BY CONSULTANT** –

34.1. Consultant hereby represents and warrants to the City the following:

a. Consultant is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

35. **INDEMNIFICATION AND LIMITATION OF LIABILITY** –

35.1. The Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, costs or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance or non-performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

35.2. Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but

not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions and shall survive termination of this Agreement.

35.3. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Consultant to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36. **CONSULTANT'S PERSONNEL ONSITE** –

36.1. If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

36.2. The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of

manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

37. **RECORD DRAWINGS** -

37.1. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

38. **ADDITIONAL ASSURANCES** –

38.1. The Consultant for itself and its Subconsultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

39. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, Integrated Fire and Security Solutions Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

John Peterson COO
Signature of Contractor's Authorized Official

Tim Melnick / Branch Manager John Peterson Chief Operating Officer
Name and Title of Contractor's Authorized Official

2/22/21
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CONTRACTOR

Integrated Fire and Security Solutions Inc.

By: John Peterson COO
Print name/title: Tim Melnick / Branch Manager
John Peterson COO

Date: 2/22/21

STATE OF FL
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 22 day of Feb., 2021, by John Peterson, the COO of Integrated Fire+Security Solutions, who is personally known to me or who produced _____ as identification and who did take an oath.

Notary Public State of Florida
Misty L Vathis
My Commission HH 017397
Expires 07/01/2024

Misty Vathis
(Notary Public Signature)
Misty Vathis
(Print Name)
Notary Public, State of FL
Commission No.: HH 017397
My Commission Expires: 07/01/2024

EXHIBIT A – PRICING SCHEDULE
Integrated Fire & Security Solutions

Part I - Information Technology Services Cost Schedule

Please provide a maximum hourly rate for each category of services your organization has been qualified to provide.

Category of Service	Mon-Fri 7 AM - 6 PM Maximum Hourly Rate	After-Hours & Holiday Maximum Hourly Rate
Audio/Visual Support	$85.00 / hour + $50 trip charge	$135.00 / Hour + 50.00 trip charge

EXHIBIT A – PRICING SCHEDULE
Integrated Fire & Security Solutions

Part II - Information Technology Equipment Cost Schedule

Please provide a minimum percentage discount for each category (in blue fields) or each item (in white fields). You may optionally exclude quoting a discount for any category or item by entering "No Bid".

Category	Minimum % Discount off
1 - Network Equipment	**%**
Ruckus	NO BID%
Cisco	NO BID %
Transition Networks	NO BID %
2 - Server Equipment	**%**
HP	NO BID %
Cisco	NO BID %
3 - Storage	**%**
Barracuda	NO BID
Dell/EMC	NO BID
Fujitsu	NO BID
HP	NO BID
Nimble	NO BID
4 - Wireless Networking	**%**
Ruckus	NO BID
Cisco	NO BID
Radwin	NO BID
5 - Network/Data Center	**%**
APC/Schneider	NO BID
Avocent	NO BID
Belkin	NO BID
Berk-Tek	NO BID
Dymo	NO BID
Eaton	NO BID
Emcor	NO BID
Leviton	NO BID
Middle Atlantic	NO BID
NetScout/Fluke	NO BID %
Siemans	NO BID %
Snake Tray	%
Softing	NO BID %
Startech	NO BID %
TrippA1:A34 Lite	NO BID %

Category	Minimum % Discount off MSRP
6 - Memory	**%**
Corsair	NO BID %
Crucial	NO BID %
Kingston	NO BID %
HP	NO BID %
7 - Desktop Computers	**%**
Dell	NO BID %
HP	NO BID %
Lenovo	NO BID %
8 - Laptop Computers	**%**
Apple	NO BID
Asus	NO BID %
Dell	NO BID
HP	NO BID
Lenovo	NO BID %
Panasonic	NO BID
9 - Tablet Computers	**%**
Apple	NO BID
Asus	NO BID
Panasonic	NO BID
10 - Thin/Zero Clients	**%**
Dell/Wyse	%
11 -	**%**
Dell	NO BID %
LG	NO BID
Samsung	NO BID
Sony	NO BID
Viewsonic	NO BID
Vizio	NO BID
12 - Audio/Visual Equipment	**25% above our lowest cost**
13 - Telecom/VoIP	**%**
Jabra	NO BID
Mitel/Shoretel	NO BID
Plantronics	NO BID
Sennheiser	NO BID

*Many manufactures don't publish an MSRP.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that IFSS [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of IFSS [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

John Peterson COO

Print Name: John Peterson COO

Date: 2/22/21

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2/22/2024 (date) by John Peterson (name of officer or agent, title of officer or agent) of COO (name of corporation acknowledging), a IFSS (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Misty Vathis

[Notary Seal] Notary Public

Misty Vathis

Name typed, printed or stamped

My Commission Expires: 07/01/2024

Notary Public State of Florida
Misty L Vathis
My Commission HH 017397
Expires 07/01/2024

E-Verify

Welcome **Sandy Ferguson** | Company **Integrated Fire and Security Solutons, Inc.** | User ID **SFER8693**

HOME | CASES | PROFILE | COMPANY | REPORTS | RESOURCES | LOG OUT

Company Information

Company Name
Integrated Fire and Security Solutons, Inc.

Company ID Number
403159

Doing Business As (DBA) Name
IFSS

DUNS Number
791011286

Physical Location

Address 1
1970 Dana Dr

Address 2
--

City
Fort Myers

State
FL

Zip Code
33907

County
LEE

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code
--

Additional Information

Employer Identification Number
753213855

Total Number of Employees
20 to 99

Parent Organization
--

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Information Technology	Division:
Bid / RFP / RFQ #: RFQ 20-20-COC Professional IT Services	Project #
Awarded To: Network Support Company	Scope of Work or Services: Provide IT Consulting Services regarding Information Technology ("IT"), specifically the disciplines of Application/Database Development & Support, Audio/Visual Support, and Physical Security from time to time on an as-needed, task-oriented basis.
Address / City / State / Zip: 25 E. Central Blvd., Orlando, FL 32801	Phone / Fax #'s: P: 407-839-0159 E: MMatta@network-support.com
Purchase / Contract Amount: Continuing Services	Date of Award Notification: January 29, 2021
Representative / Title / Position (Print) Chris Morton / CTO	Signature Christopher Morton

Please complete the information required above.

Return the Notification of Intent to Award to Purchasing & Contracts Division when completed

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Network Support Co)

This Agreement made and entered into on the **4th** day of **February** **,2021** by and **Network Support Company, LLC** authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **7 Kenosia Ave. Suite 2 B Danbury, CT 06801** and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

WITNESSETH

WHEREAS, City has a need to obtain non-engineering related consulting services regarding Information Technology ("IT"), specifically the disciplines of Application/Database Development & Support, Audio/Visual Support, and Physical Security from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, CONTRACTOR is willing to provide such services to the City under the terms and conditions stated herein.

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

Witnessed that the CONTRACTOR and the City, for the Consideration herein-after named, agree as follows:

1. **TERM AND DEFINITIONS** –

1.1. Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the fifth (5^{th}) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to two (2) additional one-year renewals. Such an extension shall only be by written amendment and approved by the City Manager.

1.2. The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3. **Definitions.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Consultant" shall mean Network Support Company, LLC., a Limited Liability Company_, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the IT consulting work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 2 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4. **Engagement.** The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2. **DESCRIPTION OF SERVICES; RATE SCHEDULE** - CONTRACTOR shall perform on an as needed basis Information Technology consulting services on a "task" basis. In general, such services may include, but not be limited to, Application/Database Development & Support, Audio/Visual Support, and Cyber Security. EXHIBIT A - PRICING SCHEDULE

2.1. The services to be performed pursuant to each Task Order shall fall within the general Scope of Work. When the City desires to enter into a specific Task Order, the City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The

CONTRACTOR will generate a detailed Scope of Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the CONTRACTOR through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

2.2. The City will issue a notice to proceed to the CONTRACTOR in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the CONTRACTOR shall perform the services set forth in the Task Order.

3. The City reserves the right, at its discretion, to perform a service related to this Agreement or to retain the services of other consulting companies to provide processional IT Consultant Services.

4. The CONTRACTOR shallprovide a minimum and maximum hourly rates table as reference to the City and will be herein to set forth as an exhibit to this Agreement.

5. **CHANGES IN SCOPE OF WORK** –

5.1. City may make changes in the Services at any time by giving written notice to CONTRACTOR. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and CONTRACTOR will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

5.2. All of the City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

6. **SCHEDULE** –

6.1. Consultant shall perform services in conformance with the mutually agreed schedule set for in negotiated Task Orders issued. Consultant shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Consultant fall behind on any agreed

upon schedule, it shall employ such resources so as to comply with the schedule both parties mutually agreed upon.

6.2. No extension for completion of services shall be granted to Consultant without the City's prior written consent, except as provided herein.

6.3. Any cost caused by defective or ill-timed services shall be borne by the party responsible thereof.

7. **METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT** –

7.1. **General Services**. For basic and additional Services performed by the Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

7.2. **Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

7.3. **Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant shall be bound by any attorney-work product public records exemption laws and rules.

7.4. **Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s218.70 et. Seq., Florida Statutes.

7.5. **Miscellaneous.** Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

7.6. **Errors and Deficiencies.** Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

7.7. **Payment Offsets.** To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

7.8. **Payment not Waiver.** The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

7.9. **Delay Remedy.** The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption, or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

7.10. **Acceptance of Payment.** Acceptance of final payment by the Consultant for a specific Task Order shall constitute a release of all claims for payment which the Consultant may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

7.11. **Payment Adjustments.** It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment.

7.12. **Partial Payments.** Payment made to the Consultant shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be perfom1ed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

8. **RIGHT TO INSPECTION** –

8.1. City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

8.2. No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

9. **PROGESS MEETING** –

9.1. City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

10. **SAFETY** –

10.1. Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

11. **REASONABLE ACCESS** –

11.1. During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

12. **INSURANCE** –

12.1. **Liability Amounts.** Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant, and with a deductible not greater than $5,000.00.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

12.2. **Special Requirements.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article l0.1.b and l0.1.c herein, as its interest may appear, from time to time.

12.3. The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included

in article 10.1.b and 10.1.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

12.4. **Independent Associates and Consultants.** All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

13. **COMPLIANCE WITH LAWS AND REGULATIONS** –

13.1. Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

14. **REPRESENTATIONS** –

14.1. Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consulting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable

requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

14.2. Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

15. **GUARANTEE AGAINST INFRINGEMENT** –

15.1. Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

16. **DOCUMENTS** –

16.1. **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Consultant agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Consultant related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Consultant. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form,

characteristics, or means of transmission of Consultant are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONSULT ANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Consultant shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Consultant of the request and the Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Consultant does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Consultant acknowledges that if the Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. The Consultant acknowledges that if a civil action is filed against the Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Consultant fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Consultant's failure to comply with this Section, the City shall collect from Consultant

prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Consultant. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Consultant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

b. **Ownership of Documents.** The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications

17. **ASSIGNMENT** –

17.1. Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

17.2. If upon rece1vmg written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

17.3. If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation.

17.4. If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

18. **INDEPENDENT CONTRACTOR** –

18.1. At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

18.2. Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

18.3. Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

18.4. Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

18.5. Consultant has committed any act of fraud or any other unlawful act upon the City or another party; or

18.6. Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

18.7. Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

18.8. Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.9. In the event of such termination upon default and breach of this Agreement, any completed services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, however,

shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the City, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Consultant can be determined.

19. **TERMINATION** –

19.1. Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed to the satisfaction of the City prior to the effective date of termination.

20. **FORCE MAJEURE** –

20.1. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

21. **GOVERNING LAW & VENUE** –

21.1. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22. **HEADINGS** –

22.1. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23. **SEVERABILITY** –

23.1. In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

24. **WAIVER AND ELECTION OF REMEDIES** –

24.1. Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25. **THIRD PARTY RIGHTS** –

25.1. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

26. **PROHIBITION AGAINST CONTINGENT FEES** –

26.1. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27. **ENTIRE AGREEMENT** –

27.1. This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28. **NO JOINT VENTURE** –

28.1. Nothing herein shall be deemed to create a Joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29. **ATTORNEY'S FEES** –

29.1. Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

30. **COUNTERPARTS** –

30.1. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31. **DRAFTING** –

31.1. City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32. **NOTICE** –

32.1. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

CONSULTANT

Network Support Company, LLC
Attn: Michael Matta
Attn: Chris Morton / CTO

7 Kenosia Ave. Suite 2B
Danbury CT, 06801
P: (407) 839-0159
E: MMatta@network-support.com

FOR THE CITY

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, FL 32922
P: (321) 433-8833
E: purchasing@cocoafl.org

32.2. Either party may change the notice address by providing the other party written notice of the change.

32.3. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on

the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

33. **SOVEREIGN IMMUNITY** –

33.1. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Consultant agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34. **CORPORATE REPRESENTATIVE BY CONSULTANT** –

34.1. Consultant hereby represents and warrants to the City the following:

a. Consultant is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

35. **INDEMNIFICATION AND LIMITATION OF LIABILITY** –

35.1. The Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, costs or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance or non-performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

35.2. Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions and shall survive termination of this Agreement.

35.3. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Consultant to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36. **CONSULTANT'S PERSONNEL ONSITE** –

36.1. If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

36.2. The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction

contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

37. **RECORD DRAWINGS** -

37.1. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

38. **ADDITIONAL ASSURANCES** –

38.1. The Consultant for itself and its Subconsultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

39. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, Network Support Company, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Karl Noone / Chief Financial Officer
Name and Title of Contractor's Authorized Official

2/4/21
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CONTRACTOR

Network Support Company.

By: Karl D. Noone
Print name/title: Karl Noone, Chief Financial Officer

Date: 2/4/21

STATE OF Maine
COUNTY OF Cumberland

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 4 day of February, 2021, by Karl Noone, the CFO of Network Support Co. who is (personally known to me) or who produced _____ as identification and who did take an oath.

HOPE I. TAGGART
Notary Public-Maine
My Commission Expires
March 14, 2025

Hope I Taggart
(Notary Public Signature)
Hope I Taggart
(Print Name)
Notary Public, State of Maine
Commission No.: _____
My Commission Expires: March 14, 2025

EXHIBIT A - PRICING SCHEDULE

Network Support Co.

Part I - Information Technology Services Cost Schedule

Please provide a maximum hourly rate for each category of services your organization has been qualified to provide.

Category of Service	Mon-Fri 7 AM - 6 PM Maximum Hourly Rate	After-Hours & Holiday Maximum Hourly Rate
Systems Administration	$175	$262
Network Architecture and Security	$190	$285
Wireless Network Support	$160	$240
Storage and Backups	$190	$285
Virtualization Support	$190	$285
Application/Database Development and Support	$160	$240
Audio/Visual Support	$145	$217
Desktop Support	$145	$217

Network Support Co.

Part II - Information Technology Equipment Cost Schedule

Please provide a minimum percentage discount for each category (in blue fields) or each item (in white fields). You may optionally exclude quoting a discount for any category or item by entering "No Bid".

Category	Minimum % Discount off
1 - Network Equipment	**%**
Ruckus	15%
Cisco	30%
Transition Networks	%
2 - Server Equipment	**%**
HPE	15%
Cisco	No Bid
3 - Storage	**%**
Barracuda	5%
Dell/EMC	30%
Fujitsu	No Bid
HPE	20%
Nimble	20%
4 - Wireless Networking	**%**
Ruckus	15%
Cisco	30%
Radwin	No Bid
5 - Network/Data Center	**%**
APC/Schneider	10%
Avocent	20%
Belkin	10%
Berk-Tek	15%
Dymo	No Bid
Eaton	15%
Emcor	No Bid
Leviton	15%
Middle Atlantic	15%
NetScout/Fluke	15%
Siemans	15%
Snake Tray	No Bid
Softing	No Bid
Startech	20%
TrippA1:A34 Lite	20%

Category	Minimum % Discount off
6 - Memory	**%**
Corsair	No Bid
Crucial	No Bid
Kingston	20%
HP	20%
7 - Desktop Computers	**%**
Dell	5%
HP	5%
Lenovo	5%
8 - Laptop Computers	**%**
Apple	No Bid
Asus	5%
Dell	5%
HP	5%
Lenovo	5%
Panasonic	No Bid
9 - Tablet Computers	**%**
Apple	No Bid
Asus	5%
Panasonic	No Bid
10 - Thin/Zero Clients	**%**
Dell/Wyse	No Bid
11 - Monitors/Televisions/Projectors	**%**
Dell	5%
LG	5%
Samsung	5%
Sony	5%
Viewsonic	5%
Vizio	5%
12 - Audio/Visual Equipment	**No Bid**
13 - Telecom/VoIP	**No Bid**
Jabra	No Bid
Mitel/Shoretel	No Bid
Plantronics	No Bid
Sennheiser	No Bid

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Network Support Company, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Network Support Company, LLC's [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Karl D. Noone

Print Name: Karl Noone

Date: 2-9-21

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2-9-21 (date) by Karl Noone, CFO (name of officer or agent, title of officer or agent) of Network Support Co (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____

[Notary Seal] Notary Public

Hope I Taggart

Name typed, printed or stamped

My Commission Expires: 3-14-25

HOPE I. TAGGART
Notary Public-Maine
My Commission Expires
March 14, 2025

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

EXHIBIT A – PRICING SCHEDULE
Valeo Networks

Part I - Information Technology Services Cost Schedule

Please provide a maximum hourly rate for each category of services your organization has been qualified to provide.

Category of Service	Mon-Fri 7 AM - 6 PM Maximum Hourly Rate	After-Hours & Holiday Maximum Hourly Rate
Systems Administration	$175.00	$350.00
Network Architecture and Security	$175.00	$350.00
Storage and Backups	$175.00	$350.00
Virtualization Support	$175.00	$350.00

EXHIBIT A – PRICING SCHEDULE
Valeo Networks

Part II - Information Technology Equipment Cost Schedule

Please provide a minimum percentage discount for each category (in blue fields) or each item (in white fields). You may optionally exclude quoting a discount for any category or item by entering "No Bid".

Category	Minimum % Discount off
1 - Network Equipment	**Varies**
Ruckus	No Bid
Cisco	5%
Transition Networks	No Bid
2 - Server Equipment	**Varies**
HP	No Bid
Cisco	5 %
3 - Storage	**Varies**
Barracuda	No Bid
Dell/EMC	5 %
Fujitsu	No Bid
HP	No Bid
Nimble	No Bid
4 - Wireless Networking	**No Bid**
Ruckus	No Bid
Cisco	No Bid
Radwin	No Bid
5 - Network/Data Center	**Varies**
APC/Schneider	5%
Avocent	No Bid
Belkin	5%
Berk-Tek	No Bid
Dymo	No Bid
Eaton	No Bid
Emcor	No Bid
Leviton	No Bid
Middle Atlantic	No Bid
NetScout/Fluke	No Bid
Siemans	No Bid
Snake Tray	No Bid
Softing	No Bid
Startech	No Bid
TrippA1:A34 Lite	No Bid

Category	Minimum % Discount off
6 - Memory	**5%**
Corsair	5%
Crucial	5%
Kingston	5%
HP	5%
7 - Desktop Computers	**Varies**
Dell	5%
HP	No Bid
Lenovo	No Bid
8 - Laptop Computers	**Varies**
Apple	No Bid
Asus	No Bid
Dell	5%
HP	No Bid
Lenovo	No Bid
Panasonic	No Bid
9 - Tablet Computers	No Bid
Apple	No Bid
Asus	No Bid
Panasonic	No Bid
10 - Thin/Zero Clients	**5%**
Dell/Wyse	5%
11 - Monitors/Televisions/Projectors	**Varies**
Dell	5%
LG	No Bid
Samsung	No Bid
Sony	No Bid
Viewsonic	No Bid
Vizio	No Bid
12 - Audio/Visual Equipment	No Bid
13 - Telecom/VoIP	No Bid
Jabra	No Bid
Mitel/Shoretel	No Bid
Plantronics	No Bid
Sennheiser	No Bid

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Valeo Networks, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Valeo Networks, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Jaime Dempsey

Print Name: Jaime Dempsey

Date: 2/5/21

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2/5/2021 (date) by JAIME DEMPSEY (name of officer or agent, title of officer or agent) of VALEO NETWORKS (name of corporation acknowledging), a NEVADA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public

YECENIA P. NAVARRETE

Name typed, printed or stamped

My Commission Expires: 8/31/2023

YECENIA P NAVARRETE
Notary Public-State of Florida
Commission # GG 330174
My Commission Expires
August 31, 2023

R. BEACH

Evaluation Factors	Points
Experience (max 25 points)	20
Qualifications (max 25 points)	20
Capability (max 25 points)	20
Past Performance, References, & Other Factors (max 10 points)	10
Corporate Office Location	
Within Cocoa City Limits (7 points)	
Within 30 miles of Cocoa (5 points)	
Within 75 miles of Cocoa (3 points)	3
Total Evaluation Score	**73**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	Y	Y
Network Architecture & Security	Y	Y
Wireless Network Support	Y	~~Y~~ y
Storage & Backups	Y	Y
Virtualization Support	Y	Y
Application/Database Development & Support	Y	Y
Audio/Visual Support	N	N
Desktop Support	Y	Y

Notes
Proposer has performed well for us in the past and has experience in all disciplines requested.

Evaluation Factors	Points
Experience (max 25 points)	24
Qualifications (max 25 points)	24
Capability (max 25 points)	22
Past Performance, References, & Other Factors (max 10 points)	10
Corporate Office Location	
Within Cocoa City Limits (7 points)	
Within 30 miles of Cocoa (5 points)	
Within 75 miles of Cocoa (3 points)	3
Total Evaluation Score	**83**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	N	N
Network Architecture & Security	Y	Y
Wireless Network Support	Y	Y
Storage & Backups	N	N
Virtualization Support	N	N
Application/Database Development & Support	N	N
Audio/Visual Support	N	N
Desktop Support	N	N

Notes
Past performance with the City has been excellent and the two disciplines they bid on are a perfect fit for the city and its infrastructure.

Evaluation Factors	Points
Experience (max 25 points)	22
Qualifications (max 25 points)	22
Capability (max 25 points)	22
Past Performance, References, & Other Factors (max 10 points)	10
Corporate Office Location	
Within Cocoa City Limits (7 points)	
Within 30 miles of Cocoa (5 points)	5
Within 75 miles of Cocoa (3 points)	
Total Evaluation Score	~~71~~ 81

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	N	N
Network Architecture & Security	N	N
Wireless Network Support	N	N
Storage & Backups	N	N
Virtualization Support	N	N
Application/Database Development & Support	N	N
Audio/Visual Support	Y	Y
Desktop Support	N	N

Notes

Evaluation Factors	Points
Experience (max 25 points)	18 ~~5~~
Qualifications (max 25 points)	18 ~~5~~
Capability (max 25 points)	18 ~~5~~
Past Performance, References, & Other Factors (max 10 points)	8
Corporate Office Location	
Within Cocoa City Limits (7 points)	
Within 30 miles of Cocoa (5 points)	
Within 75 miles of Cocoa (3 points)	
Total Evaluation Score	62 ~~15~~

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	N	N
Network Architecture & Security	N	N
Wireless Network Support	N	N
Storage & Backups	N	N
Virtualization Support	N	N
Application/Database Development & Support	N	N
Audio/Visual Support	~~N~~ Y	~~N~~ Y
Desktop Support	N	N

Notes
IF~~E~~SI CAN PROVIDE SECURITY CAMERAS + AV SUPPORT

Evaluation Factors	Points
Experience (max 25 points)	19
Qualifications (max 25 points)	19
Capability (max 25 points)	19
Past Performance, References, & Other Factors (max 10 points)	8
Corporate Office Location	
Within Cocoa City Limits (7 points)	
Within 30 miles of Cocoa (5 points)	
Within 75 miles of Cocoa (3 points)	3
Total Evaluation Score	**68**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	Y	Y
Network Architecture & Security	Y	Y
Wireless Network Support	Y	Y
Storage & Backups	N Y	N Y
Virtualization Support	N Y	N Y
Application/Database Development & Support	N Y	N Y
Audio/Visual Support	N	N
Desktop Support	Y	Y

Notes

Evaluation Factors	Points
Experience (max 25 points)	21
Qualifications (max 25 points)	20
Capability (max 25 points)	20
Past Performance, References, & Other Factors (max 10 points)	
Corporate Office Location	
Within Cocoa City Limits (7 points)	
Within 30 miles of Cocoa (5 points)	5
Within 75 miles of Cocoa (3 points)	
Total Evaluation Score	**66**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	Y	Y
Network Architecture & Security	Y	Y
Wireless Network Support	Y	Y
Storage & Backups	Y	Y
Virtualization Support	Y	Y
Application/Database Development & Support	N	N
Audio/Visual Support	N	N
Desktop Support	Y	Y

Notes

Mitch Lawyer

Evaluation Factors	Points
Experience (max 25 points)	23
Qualifications (max 25 points)	25
Capability (max 25 points)	22
Past Performance, References, & Other Factors (max 10 points)	8
Corporate Office Location	
Within Cocoa City Limits (7 points)	
Within 30 miles of Cocoa (5 points)	
Within 75 miles of Cocoa (3 points)	3
Total Evaluation Score	**81**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	Y	
Network Architecture & Security	Y	
Wireless Network Support	Y	
Storage & Backups	Y	
Virtualization Support	Y	
Application/Database Development & Support	Y	
Audio/Visual Support	Y	
Desktop Support	Y	

Notes
Advanced Systems Solutions Inc.

Evaluation Factors	Points
Experience (max 25 points)	25
Qualifications (max 25 points)	25
Capability (max 25 points)	25
Past Performance, References, & Other Factors (max 10 points)	10
Corporate Office Location	
Within Cocoa City Limits (7 points)	
Within 30 miles of Cocoa (5 points)	
Within 75 miles of Cocoa (3 points)	3
Total Evaluation Score	**88**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration		
Network Architecture & Security	Y	
Wireless Network Support	Y	
Storage & Backups		
Virtualization Support		
Application/Database Development & Support		
Audio/Visual Support		
Desktop Support		

Notes
Empire Computing and Consulting

Evaluation Factors	Points
Experience (max 25 points)	25
Qualifications (max 25 points)	25
Capability (max 25 points)	25
Past Performance, References, & Other Factors (max 10 points)	10
Corporate Office Location	
Within Cocoa City Limits (7 points)	
Within 30 miles of Cocoa (5 points)	5
Within 75 miles of Cocoa (3 points)	
Total Evaluation Score	**90**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration		
Network Architecture & Security		
Wireless Network Support		
Storage & Backups		
Virtualization Support		
Application/Database Development & Support		
Audio/Visual Support	Y	
Desktop Support		

Notes
IM Solutions

Evaluation Factors	Points
Experience (max 25 points)	25
Qualifications (max 25 points)	25
Capability (max 25 points)	23
Past Performance, References, & Other Factors (max 10 points)	8
Corporate Office Location	
Within Cocoa City Limits (7 points)	
Within 30 miles of Cocoa (5 points)	
Within 75 miles of Cocoa (3 points)	3
Total Evaluation Score	**84**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	Y	
Network Architecture & Security	Y	
Wireless Network Support		
Storage & Backups	Y	
Virtualization Support		
Application/Database Development & Support		
Audio/Visual Support		
Desktop Support		

Notes
Network Support Co.

Evaluation Factors	Points
Experience (max 25 points)	25
Qualifications (max 25 points)	25
Capability (max 25 points)	25
Past Performance, References, & Other Factors (max 10 points)	8
Corporate Office Location	
Within Cocoa City Limits (7 points)	
Within 30 miles of Cocoa (5 points)	
Within 75 miles of Cocoa (3 points)	3
Total Evaluation Score	**86**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration		
Network Architecture & Security		
Wireless Network Support		
Storage & Backups		
Virtualization Support		
Application/Database Development & Support		
Audio/Visual Support		
Desktop Support		

Notes: Integrated Fire and Safety Solutions
OTHER: ACCESS CONTROL/PHYSICAL SECURITY Y

Evaluation Factors	Points
Experience (max 25 points)	23
Qualifications (max 25 points)	25
Capability (max 25 points)	23
Past Performance, References, & Other Factors (max 10 points)	8
Corporate Office Location	
Within Cocoa City Limits (7 points)	7
Within 30 miles of Cocoa (5 points)	
Within 75 miles of Cocoa (3 points)	
Total Evaluation Score	**86**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	Y	
Network Architecture & Security	Y	
Wireless Network Support		
Storage & Backups	Y	
Virtualization Support	Y	
Application/Database Development & Support		
Audio/Visual Support		
Desktop Support		

Notes: Valeo Networks
LOCATED IN ROCKLEDGE, CLOSE ENOUGH TO COCOA

Evaluation Factors	Points
Experience (max 25 points)	20
Qualifications (max 25 points)	20
Capability (max 25 points)	20
Past Performance, References, & Other Factors (max 10 points)	5
Corporate Office Location	
Within Cocoa City Limits (7 points)	
Within 30 miles of Cocoa (5 points)	
Within 75 miles of Cocoa (3 points)	3
Total Evaluation Score	**68**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	Y	Y
Network Architecture & Security	Y	Y
Wireless Network Support	Y	Y
Storage & Backups	Y	Y
Virtualization Support	Y	Y
Application/Database Development & Support	N	N
Audio/Visual Support	N	N
Desktop Support	N	N

Notes

Evaluation Factors	Points
Experience (max 25 points)	20
Qualifications (max 25 points)	20
Capability (max 25 points)	20
Past Performance, References, & Other Factors (max 10 points)	10
Corporate Office Location	
Within Cocoa City Limits (7 points)	
Within 30 miles of Cocoa (5 points)	
Within 75 miles of Cocoa (3 points)	3
Total Evaluation Score	**73**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	N	N
Network Architecture & Security	Y	Y
Wireless Network Support	Y	Y
Storage & Backups	Y	Y
Virtualization Support	Y	Y
Application/Database Development & Support	N	N
Audio/Visual Support	Y	N
Desktop Support	N	N

Notes
Expierenced with Cocoa data network.

Evaluation Factors	Points
Experience (max 25 points)	20
Qualifications (max 25 points)	20
Capability (max 25 points)	20
Past Performance, References, & Other Factors (max 10 points)	5
Corporate Office Location	
Within Cocoa City Limits (7 points)	
Within 30 miles of Cocoa (5 points)	5
Within 75 miles of Cocoa (3 points)	
Total Evaluation Score	**70**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	N	N
Network Architecture & Security	N	N
Wireless Network Support	N	N
Storage & Backups	N	N
Virtualization Support	N	N
Application/Database Development & Support	N	N
Audio/Visual Support	Y	Y
Desktop Support	N	N

Notes
For Audio/Video support

Evaluation Factors	Points
Experience (max 25 points)	20
Qualifications (max 25 points)	20
Capability (max 25 points)	24 ~~20~~
Past Performance, References, & Other Factors (max 10 points)	10
Corporate Office Location	0
Within Cocoa City Limits (7 points)	0
Within 30 miles of Cocoa (5 points)	3
Within 75 miles of Cocoa (3 points)	3
Total Evaluation Score	80

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration		
Network Architecture & Security		
Wireless Network Support		
Storage & Backups		
Virtualization Support		
Application/Database Development & Support		
Audio/Visual Support		
Desktop Support		

Notes

Evaluation Factors	Points
Experience (max 25 points)	20
Qualifications (max 25 points)	20
Capability (max 25 points)	20
Past Performance, References, & Other Factors (max 10 points)	
Corporate Office Location	
Within Cocoa City Limits (7 points)	
Within 30 miles of Cocoa (5 points)	
Within 75 miles of Cocoa (3 points)	
Total Evaluation Score	**60**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	Y	Y
Network Architecture & Security	Y	Y
Wireless Network Support	Y	Y
Storage & Backups	Y	Y
Virtualization Support	Y	Y
Application/Database Development & Support	Y	Y
Audio/Visual Support	Y	Y
Desktop Support	Y	Y

Notes

Evaluation Factors	Points
Experience (max 25 points)	20
Qualifications (max 25 points)	20
Capability (max 25 points)	20
Past Performance, References, & Other Factors (max 10 points)	
Corporate Office Location	
Within Cocoa City Limits (7 points)	
Within 30 miles of Cocoa (5 points)	5
Within 75 miles of Cocoa (3 points)	
Total Evaluation Score	**65**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	Y	Y
Network Architecture & Security	Y	Y
Wireless Network Support	Y	Y
Storage & Backups	Y	Y
Virtualization Support	Y	Y
Application/Database Development & Support	N	N
Audio/Visual Support	N	N
Desktop Support	Y	Y

Notes

Chris Perry

Evaluation Factors	Points
Experience (max 25 points)	25
Qualifications (max 25 points)	25
Capability (max 25 points)	25
Past Performance, References, & Other Factors (max 10 points)	6
Corporate Office Location	
Within Cocoa City Limits (7 points)	0
Within 30 miles of Cocoa (5 points)	0
Within 75 miles of Cocoa (3 points)	3
Total Evaluation Score	**84**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	Y	Y
Network Architecture & Security	Y	N
Wireless Network Support	N	N
Storage & Backups	Y	N
Virtualization Support	Y	N
Application/Database Development & Support	Y	Y
Audio/Visual Support	Y	N
Desktop Support	Y	Y

Notes

ASSI ADVANCED SYSTEMS SOLUTIONS

Evaluation Factors	Points
Experience (max 25 points)	25
Qualifications (max 25 points)	25
Capability (max 25 points)	25
Past Performance, References, & Other Factors (max 10 points)	10
Corporate Office Location	
Within Cocoa City Limits (7 points)	0
Within 30 miles of Cocoa (5 points)	0
Within 75 miles of Cocoa (3 points)	3
Total Evaluation Score	**88**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	N	N
Network Architecture & Security	Y	Y
Wireless Network Support	Y	Y
Storage & Backups	N	N
Virtualization Support	N	N
Application/Database Development & Support	N	N
Audio/Visual Support	N	N
Desktop Support	N	N

Notes
did not bid on anthing other than network and wireless

Empire

Evaluation Factors	Points
Experience (max 25 points)	25
Qualifications (max 25 points)	25
Capability (max 25 points)	20
Past Performance, References, & Other Factors (max 10 points)	10
Corporate Office Location	
Within Cocoa City Limits (7 points)	0
Within 30 miles of Cocoa (5 points)	5
Within 75 miles of Cocoa (3 points)	3
Total Evaluation Score	**88**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	Y	N
Network Architecture & Security	Y	N
Wireless Network Support	N	N
Storage & Backups	N	N
Virtualization Support	N	N
Application/Database Development & Support	Y	N
Audio/Visual Support	Y	Y
Desktop Support	N	N

Notes

IM Solutions

Evaluation Factors	Points
Experience (max 25 points)	25
Qualifications (max 25 points)	25
Capability (max 25 points)	23
Past Performance, References, & Other Factors (max 10 points)	8
Corporate Office Location	
Within Cocoa City Limits (7 points)	0
Within 30 miles of Cocoa (5 points)	0
Within 75 miles of Cocoa (3 points)	3
Total Evaluation Score	**84**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	N	N
Network Architecture & Security	N	N
Wireless Network Support	N	N
Storage & Backups	N	N
Virtualization Support	N	N
Application/Database Development & Support	N	N
Audio/Visual Support	Y	Y
Desktop Support	N	N

Notes
Jerry Kramer did a lot of the work here at the city when he was with MC2. They are already familiar with our system. Supports the same Salient software already in place.

IFSS INTEGRATED FIRE & SECURITY SOLUTIONS

Evaluation Factors	Points
Experience (max 25 points)	25
Qualifications (max 25 points)	25
Capability (max 25 points)	25
Past Performance, References, & Other Factors (max 10 points)	8
Corporate Office Location	
Within Cocoa City Limits (7 points)	0
Within 30 miles of Cocoa (5 points)	0
Within 75 miles of Cocoa (3 points)	3
Total Evaluation Score	**86**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	Y	Y
Network Architecture & Security	Y	Y
Wireless Network Support	Y	Y
Storage & Backups	Y	Y
Virtualization Support	Y	Y
Application/Database Development & Support	Y	Y
Audio/Visual Support	Y	Y
Desktop Support	Y	Y

Notes

Net Support Co.

Evaluation Factors	Points
Experience (max 25 points)	20
Qualifications (max 25 points)	20
Capability (max 25 points)	20
Past Performance, References, & Other Factors (max 10 points)	5
Corporate Office Location	
Within Cocoa City Limits (7 points)	0
Within 30 miles of Cocoa (5 points)	5
Within 75 miles of Cocoa (3 points)	3
Total Evaluation Score	**73**

Disciplines	Qualified (Y/N)	Award (Y/N)
Systems Administration	Y	N
Network Architecture & Security	Y	N
Wireless Network Support	Y	N
Storage & Backups	N	N
Virtualization Support	N	N
Application/Database Development & Support	N	N
Audio/Visual Support	N	N
Desktop Support	Y	Y

Notes
a lot of experince is with systems we do not use, outside of desktop support

Valeo

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 11, 2020

EMPIRE COMPUTING & CONSULTING INC
120 N FREDERICK AVE
DAYTONA BEACH FL 32114

Policy Information:

Policy Number:	76 WEG KP2545

Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (877) 287-1312
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: https://business.thehartford.com

Enclosed please find information pertaining to your policy. Please contact us if you have any questions or concerns.

Thank you for selecting The Hartford for your business insurance needs.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PAYCHEX INSURANCE AGENCY INC 76210705 150 SAWGRASS DRIVE ROCHESTER NY 14620	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (877) 266-6850 **FAX (A/C, No):** (585) 389-7894 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC#** **INSURER A :** Hartford Underwriters Insurance Company — 30104
INSURED EMPIRE COMPUTING & CONSULTING INC 120 N FREDERICK AVE DAYTONA BEACH FL 32114-3406	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB **EXCESS LIAB** OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		76 WEG KP2545	07/10/2020	07/10/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $100,000 $100,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/05/2021

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PRODUCER	CONTACT NAME: Trina Demonbreun	
Williams and Stazzone Insurance 6549 N Wickham Road Unit 101 Melbourne FL 32940	PHONE (A/C, No, Ext): (800) 868-1235	FAX (A/C, No): (321) 868-2003
	E-MAIL ADDRESS: tdemonbreun@wsins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers	19046
INSURER B : Technology Insurance Company	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

IM Solutions, Inc
2801 S Harbor City Blvd
Melbourne FL 32901

COVERAGES **CERTIFICATE NUMBER:** CL211544230 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			ZPP-16N7111A	12/23/2020	12/23/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1.000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-4P378372	12/23/2020	12/23/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ **UMBRELLA LIAB** ☒ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			CUP-4P922787	12/23/2020	12/23/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC3868031	04/01/2020	04/01/2021	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Auto Physical Damage			BA-4P378372	12/23/2020	12/23/2021	Comp 500 Coll 500	acv per occurance

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is listed as Additional Insured with respect to the General Liability when required by written contract.

CERTIFICATE HOLDER

City of Cocoa Building Dept.
603 Brevard Avenue
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenda Gibson

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2020

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PRODUCER	CONTACT NAME: Julie Kuhlman	
Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415	PHONE (A/C, No, Ext): (386) 252-9601	FAX (A/C, No): (386) 239-5729
	E-MAIL ADDRESS: jkuhlman@bbdaytona.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Atlantic Specialty Insurance Company	27154
INSURED Integrated Fire & Security Solutions, Inc. 1970 Dana Dr Fort Myers FL 33907	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20-21 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			7110166980001	05/16/2020	05/16/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			7110166980001	05/16/2020	05/16/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			7110166980001	05/16/2020	05/16/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	PROFESSIONAL LIABILITY			7600106080001	05/16/2020	05/16/2021	AGGREGATE LIMIT RETENTION	$1,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS
CITY OF COCOA IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CITY OF COCOA
375 N COCOA BLVD
COCOA FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown of Florida, Inc.	Integrated Fire & Security Solutions, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

A. CRIME
POLICY #7110166980001
05/16/2020 - 05/16/2021
LIMIT: $50,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY
1) VCG207 0709 - VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES (ADDITIONAL INSURED-ONGOING OPERATIONS, ADDITIONAL INSURED-COMPLETED OPERATIONS, ADDITIONAL INSURED-LESSOR OF EQUIPMENT, ADDITIONAL INSURED-MGR OR LESSOR OF PREMISES, WAIVER OF SUBROGATION)
2) CG2001 0413 - PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION

AUTO LIABILITY
1) VCA201 0109 - VANTAGE FOR AUTOMOBILE (ADDITIONAL INSURED, WAIVER OF SUBROGATION)

UMBRELLA LIABILITY
1) VCU100 0709 - ADDITIONAL INSURED
THE UMBRELLA LIABILITY APPLIES IN EXCESS OF THE GENERAL LIABILITY AND AUTO LIABILITY.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/3/2021

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PRODUCER RBN & Associates, Inc. 303 E Wacker Dr Ste 650 Chicago IL 60601	**CONTACT NAME:** Telisa Gibson **PHONE (A/C, No, Ext):** 312-801-8088 **FAX (A/C, No):** 312-856-9425 **E-MAIL ADDRESS:** tgibson@rbninsurance.com
INSURED WINXLLC-01 Winxnet, LLC dba Logically 63 Marginal Way Portland ME 04101	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Sentinel Insurance Company 11000 **INSURER B :** Hartford Acc. & Indemnity Co. 22357 **INSURER C :** Hartford Fire Insurance Co. 19682 **INSURER D :** Twin City Fire Insurance Co. 29459 **INSURER E :** Hartford Insurance Group **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 666481054 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			83SBAAB3375	6/28/2020	6/28/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			83UECEB0031	6/28/2020	6/28/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			83SBAAB3375	6/28/2020	6/28/2021	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		83WECAB7MFY	6/28/2020	6/28/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Cyber/E&O Management Liability			83TE033048120 83KB0330727 20	6/29/2020 6/29/2020	6/29/2021 6/29/2021	Each Wrongful Act/Agg EPL/Fiduciary/Crime	5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured: The Network Support Company
7 Kenosia Ave., Danbury, CT 06810

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SAALCOR-01 LCASTELLANOS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/2/2021

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PRODUCER	CONTACT NAME:	
Chambers & Company Insurance Brokers 751 E Daily Dr. Suite 230 Camarillo, CA 93010-0761	PHONE (A/C, No, Ext): (800) 272-3256	FAX (A/C, No): (805) 388-7138
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nat'l Fire Ins Co of Hartford	20478
INSURER B : Valley Forge Ins Co	20508
INSURER C : Continental Insurance Company	35289
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Saalex Corp.
811-A Camarillo Springs Road
Camarillo, CA 93012

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X		4029274423	10/1/2020	10/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			4032636105	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			4032636119	10/1/2020	10/1/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6043347888	10/1/2020	10/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

***30 Day Notice of Cancellation except 10 Day Notice for Non-Payment of Premium**
City of Cocoa is named as additional insured under the general liability per the attached endorsement.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Linda Castellanos

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CNA

CNA PARAMOUNT

Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

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Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. Bodily injury, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. Bodily injury or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional

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insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured**;

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **J.** also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

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c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

a. this **Coverage Part** provides such coverage;

b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and

c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

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The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership

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Named Insureds are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A** – **Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

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Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

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iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

  (1) bodily injury to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

  (2) bodily injury to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

  when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

  (1) bodily injury to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

  (2) bodily injury to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

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c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. **LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $500,000. unless a different Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: ; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C** – **Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

This Paragraph **B.** does not apply to medical expenses incurred in the state of Missouri.

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of p**ersonal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

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2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

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1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of $25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

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21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED Advanced Systems Solutions Incorporated 1051 Winderley Pl Ste 307 Maitland, FL 32751	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability	Y		UDC-1921319-EO-21	03/02/2021	03/02/2022	Each Claim: Aggregate:	$ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cocoa is listed as additional insured per written contract or agreement.

CERTIFICATE HOLDER

City of Cocoa
65 Stone St
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED Advanced Systems Solutions Incorporated 1051 Winderley Pl Ste 307 Maitland, FL 32751	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	UDC-1921319-CGL-21	03/02/2021	03/02/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 100,000 $ 5,000 $ 3,000,000 $ 3,000,000 $ S/T Gen. Agg
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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City of Cocoa
65 Stone St
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Legislation Details (With Text)

File #:	21-184	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	2/25/2021			**In control:**	City Council
On agenda:	3/9/2021			**Final action:**	
Title:	Accept Stantec Consulting Services, Water/Sewer Utility Impact Fee Study and the Utility Rate Design and Miscellaneous Service Charges Study, Final Reports. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	cocoa_ws_rates_misc_fees_final_report_20210127.pdf cocoa_impact_fee_final_report_20210127.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 25, 2021
Agenda Date: March 9, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Accept Stantec Consulting Services, Water/Sewer Utility Impact Fee Study and the Utility Rate Design and Miscellaneous Service Charges Study, Final Reports.

BACKGROUND:

During the Fiscal Year 2021 budget process staff, along with Stantec our financial consultant, began a full Water/Sewer Utility Rate Study. There were three components to the study.

Water/Sewer Utility Revenue Sufficiency Study - At the September 9, 2020 regular City Council meeting, at the conclusion and issuance of the Final Revenue Sufficiency Report, it was the recommendation of Stantec, that a suspension to the October 1 annual Water/Sewer 5% rate adjustment occur, as outlined in Resolution 2016-87. City Council approved this recommendation, Resolution 2020-205.

Water/Sewer Utility Impact Fee Study - On January 27, 2021 Stantec concluded the Water/Sewer Impact Fee Study and submitted a Final Report to staff. The report was also discussed with Mayor and City Council at the Utility Workshop, held on February 1, 2021. The Final Report is attached to this agenda for City Council review.

Utility Rate Design and Miscellaneous Service Charges Study - On January 27, 2021 Stantec concluded the Utility Rate Design and Miscellaneous Charges Study and submitted a Final Report to

staff. The report was discussed with the Mayor and City Council at the Utility Workshop, held on February 1, 2021. The Final Report is attached to this agenda for City Council review.

Staff is recommending at this regular City Council meeting, that the Mayor and City Council accept the two final reports for the Water/Sewer Utility Impact Fee and Utility Rate Design Study's, as prepared by the City's Consultant Stantec.

Consideration and approval of the implementation to any recommended changes within the reports, such as changes to Impact Fees, the Tiered Rate Design, or Miscellaneous Services Charges, will be discussed separately within Agenda file #21-185, also at this evenings meeting, through advertised Public Hearing and by way of Resolution.

STRATEGIC PLAN CONNECTION:

Verifying the Fiscal Sustainability of the City of Cocoa's Water and Sewer Utility.

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

September 9, 2020 - Suspension of the Annual Utility Rate Increase Resolution 2020-205 and acceptance of the Water/Sewer Revenue Sufficiency Study.

January 27, 2021 Utility Advisory Board - Discussions

February 1, 2021 Utility Workshop - Discussions.

RECOMMENDED MOTION:

Accept Stantec Consulting Services, Water/Sewer Utility Impact Fee Study and the Utility Rate Design and Miscellaneous Service Charges Study, Final Reports.

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Stantec

City of Cocoa, FL

Water and Sewer Impact Fee Study

Final Report

January 27, 2021



January 27, 2021

Mr. Stockton Whitten
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: Water and Sewer Impact Fee Study – Final Report

Dear Mr. Whitten,

Stantec Consulting Services Inc. is pleased to present this Report of the Water & Sewer Impact Fee Study that we performed for the City of Cocoa. We appreciate the fine assistance provided by you and all the members of the City's staff who participated in this Study.

If you or others at the City have any questions, please do not hesitate to call me at (813) 204-3311 or email me at jeffrey.dykstra@stantec.com. We appreciate the opportunity to be of service to the City and look forward to working with you again soon.

Sincerely,



Jeff Dykstra
Managing Consultant

777 S, Harbour Island Drive, Suite 600
Tampa, FL 33602
jeffrey.dykstra@stantec.com

Enclosure

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1. INTRODUCTION

Stantec Consulting Services Inc. (Stantec) has conducted a comprehensive rate study (Study) for the City of Cocoa's Water and Sewer Systems (City or Utility). The Study included three main components: 1) a revenue sufficiency analysis (RSA), the results of which were documented in Stantec's September 2, 2020 Water and Sewer Utility Revenue Sufficiency Analysis Final Report, 2) a review of the Utility's user rates, rate structure, and miscellaneous service charges as documented in the Utility Rate Design and Miscellaneous Service Charges Study Report, and 3) a review and update of the Utility's water and sewer impact fees as presented herein. This report presents the objectives, approach, methodologies, source data, assumptions, as well as the findings and recommendations of the Study.

1.1 BACKGROUND

Capital charges (otherwise known as impact fees, capacity fees, or system development charges and for the purpose of this report will be used interchangeably with impact fees) are fees assessed against new development to recover the cost of providing capital facilities (infrastructure) needed to serve new development. Such charges are the mechanism by which new growth can "pay its own way," mitigating the extent to which existing residents bear the cost of new or expanded facilities necessitated by new development. Impact fees are typically based upon the costs of the major backbone infrastructure necessary to provide service to all customers (i.e. water supply facilities, treatment facilities, effluent disposal facilities, and water and sewer transmission mains).

The City currently charges impact fees for water and sewer that are designed to recover the cost of water (supply, treatment, storage & pumping, transmission), sewer (collection & pumping, treatment), and reclaimed water (treatment, transmission) capacity from new connections to the respective systems. As outlined in Chapter 22 (Section 22-18 and Section 22-26) of the City's Code of Ordinances (Ordinance), the Utility's impact fees are applied to any new water or sewer service connections or to existing connections which require an increased meter size. The Utility's impact fees are assessed based upon the number of equivalent residential connections (ERCs). Furthermore, the Ordinance states that impact fees are eligible to pay for the impact fee debt service component of long-term debt or the expansion or upgrade of the utility systems to meet increased demands for service.

Impact fees may be adjusted from time to time by the City Council by resolution. The City's last water and sewer impact fee study was completed in 2010 by Burton & Associates (acquired by Stantec in 2017). The 2010 Impact Fee Study (2010 Study) resulted in the City adopting updated water impact fees phased in over a 2-year period and maintaining the then-existing sewer impact fees. Since the 2010 Study, the City established a separate water impact fee for those customers also receiving reclaimed water service. It is best practice to review these fees periodically to ensure that the fees provide an accurate representation of current unit costs of the Utility. As such, the City retained the services of Stantec to analyze the current impact fees and determine whether there should be any updates to the current unit costs of capacity.

1.2 LEGAL REQUIREMENTS

Many of the legal precedents and requirements for impact fees in Florida date back to a Florida Supreme Court decision in the case of the Contractors and Builders Association of Pinellas County versus the City of Dunedin, Florida. This case identified certain conditions to support a valid impact fees that were ultimately embodied in statutory guidelines enacted by the Growth Management Legislation passed in 1985. The referenced legislation specifies that impact fees must 1) bear a reasonable relationship to the benefit received by those who pay it, 2) must not exceed the proportional share of the cost of new facilities or services needed to serve new development and must include credits for contributions the development will make toward deferring that cost, and 3) must be earmarked and expended in such a way as to ensure that those paying the fee receive benefit from that payment.

Florida Statutes Section 163.31801 has come to be known as the "Florida Impact Fee Act," as it outlines the requirements regarding the calculation and accounting of impact fees (hereafter referred to in this report as impact fees). Most notably, this legislation requires 1) that the calculation of impact fees be based upon the most recent, localized data, 2) that separate reporting/accounting of impact fee revenue and expenditures be established in a distinct fund, 3) that the administrative charges collected in impact fees be based upon actual costs, and 4) that 90 days' notice be given prior to the effective date of an ordinance imposing or amending an impact fee.

In summary, the courts and subsequent legislation have addressed three areas associated with the development of impact fees. These areas include: 1) "fair share" allocation rules dealing with payment of impact fees by the affected property owners, 2) "rational nexus" standards, which focus on the expenditure or purpose of impact fees, and 3) "credit" allowances, which recognize offsets in the calculation of impact fees.

The "fair share" allocation rules require that an impact fee can only be used for capital expenditures that are attributable to new growth. Additionally, the "fair share" allocation rules recognize that the cost of facilities used by both existing customers and new development must be apportioned between the two user groups, such that the user groups are treated equitably, and one group does not subsidize the other group.

The "rational nexus" standards require a reasonable relationship between the need for capital facilities and the benefits received by new customers, for which the impact fee will be expended. There are two conditions that limit where and when impact fees can be collected and used. With respect to the first condition, although there is no specific limit as to distance between an applicant paying the impact fee and the capital expenditure to be constructed and to be paid for by the fee, there should be a general geographical relationship between fee collection and use. The second nexus condition recognizes that the property must receive a benefit from the service for which the impact fee is being applied. With respect to the Utility's impact fees, the water and sewer facilities are used by and constructed on behalf of all the properties in the Utility service area, and benefit both residential and commercial customers. As such, all new development requesting capacity will be subject to impact fees.

The "credit" allowance requirements recognize that if a public agency has received property in the form of cost-free capital or if there is another revenue source that will be used for the capital expenditures

necessitated by new growth, a credit should be included within the development of the impact fees. Specifically, "credits" should be determined as part of calculating impact fees to recognize any grants, contributions by developers, assessments, debt service paid by existing customers through user rates, and other sources that provide funds for the same capital expenditures included in the impact fee calculations to avoid a double recovery of costs.

1.3 OBJECTIVES

The objectives of the Study were to determine the full cost recovery impact fees for the water and sewer systems and to provide a local utility comparison to the Utility's impact fees.

1.4 GENERAL METHODOLOGY CONSIDERATIONS

There are three primary approaches to the calculation of impact fees within the industry:

Buy-In – This approach uses the value of the utility's existing assets as the basis for the fee calculation. Several versions of this approach are utilized including original cost (OC), original cost less depreciation (OCLD), replacement cost new (RCN), or replacement cost new less depreciation (RCNLD). This approach is most appropriate for a system with considerable excess capacity such that most new connections to the system will be served by that existing available capacity.

Incremental – This approach uses the planned multi-year Capital Improvement Plan (CIP) that is associated with the provision of additional system capacity as the cost basis for the fee. This approach is most appropriate where 1) the existing system has virtually no excess capacity to accommodate growth, and 2) the CIP has a significant number of projects that provide additional system capacity for each functional system component to be representative of the cost of capacity for an entire system, or 3) detailed accounting records and information on existing infrastructure by functional component is not readily available.

Combined – This approach uses the system's existing assets and growth-related CIP as the cost basis for the fee calculation to generate a weighted cost of capacity. This approach is most appropriate to use when 1) there is excess capacity in the current system that will accommodate some growth, but additional capacity is needed in the relative short-term as reflected in the CIP, and 2) the CIP may include a significant number of projects that will provide additional system capacity but does not necessarily have enough projects in each functional component to be reflective of a total system.

1.5 RECOMMENDED METHODOLOGY

Concurrent with the 2010 Study, the City's Consulting Engineer completed a Fixed Asset Inventory and Condition Evaluation Study that evaluated the Utility's existing infrastructure and determined the 2010 replacement costs that served as the cost basis for the 2010 Study. In November 2020, Jacobs Engineering Group Inc. (Jacobs), completed an Update of Fixed Assets and System Data (2020 Jacobs Study) that updated the Utility's water and sewer system infrastructure inventory and valuations as of 2020. That study

concluded that the total estimated water system, sewer system, and reclaimed water system assets replacement cost is approximately $1.4 billion, $166.1 million, and $66.5 million, respectively. Given that this system valuation was completed concurrently with the analysis presented herein, and because there is not a significant portion of the CIP associated with system expansion, the buy-in approach was selected for use in the analysis to update the City's impact fees. This approach reflects the City's previous investments made in the Utility to accommodate new connections and therefore establishes the most representative current unit costs of capacity for new customers.

2. BASIS OF ANALYSIS

The first step in calculating water and sewer impact fees was to determine the capacity cost for each major system function: water transmission, water treatment, water supply, water storage and pumping, sewer collection and pumping, sewer treatment, and reclaimed water. The updated water and sewer impact fees were calculated using the following approach:

1) The existing system assets were analyzed to determine the replacement cost new less depreciation (RCNLD) of the existing major system components.[1]
2) The Utility's outstanding debt principal for each system was deducted from the calculated RCNLD of the existing water and sewer systems (gross system value) to determine the net system value.
3) Each system's capacity stated in million gallons per day (MGD) was provided by Utility staff for each functional component and then converted to equivalent residential connections based upon calculated level-of-service factors.
4) The resulting net system value was divided by the calculated system capacities stated in terms of equivalent residential connections to determine the Utility's unit cost of capacity.

The following sections outline the details of the analysis completed during the Study to calculate the recommended water, water with reclaimed, and sewer impact fees.

2.1 CAPACITY COSTS

Stantec evaluated the Utility's fixed assets and associated RCNLD for the water and sewer (including reclaimed water) systems as of 2020 based upon detailed information provided by Jacobs. The calculated RCNLD value for the Utility's capacity related assets included in this analysis are approximately $451 million, of which 74% pertains to the water system, 16% to the sewer system, and 10% to the reclaimed water system. Schedule 1 of the Appendix reflects the Utility's replacement costs and calculated RCNLD by system function.

Once the total capacity costs were determined, a credit was applied for the portion of outstanding debt principal that was taken out by the Utility for the funding of expansion-related projects. This credit is applied because when a new customer connects to the Utility, they will begin to pay user rates for the services received. User rates are established at levels to support the Utility's annual debt payments associated with the outstanding principal and interest associated with the funding of expansion-related infrastructure.

[1] The RCNLD was calculated based upon the system replacement costs from the 2020 Jacobs Study as presented in Schedule 1 of the Appendix.

Therefore, the credit is applied to avoid a double recovery of those capital costs in the impact fees. Table 2.1 summarizes the estimated net water and sewer system capacity costs stated in terms of RCNLD.

Table 2.1 – Summary of Capacity Costs

Water	Transmission	Treatment	Supply	Storage & Pumping	Total
Capacity Costs	$ 172,215,167	$ 95,858,315	$ 51,810,048	$ 16,264,666	$ 336,148,195
Less: Outstanding Portion of Debt Principal [1]	$ (5,764,560)	$ (3,208,667)	$ (1,734,238)	$ (544,427)	$ (11,251,893)
Net Water Capacity Cost	**$ 166,450,606**	**$ 92,649,648**	**$ 50,075,809**	**$ 15,720,239**	**$ 324,896,303**

Sewer	Collection & Pumping	Treatment	Reclaimed Water	Total
Capacity Costs	$ 41,940,980	$ 28,838,692	$ 44,424,704	$ 115,204,376
Less: Outstanding Portion of Debt Principal [1]	$ (2,024,789)	$ (1,392,249)	$ (2,144,696)	$ (5,561,735)
Net Sewer Capacity Cost	**$ 39,916,190**	**$ 27,446,443**	**$ 42,280,007**	**$ 109,642,641**

[1] Total reflects outstanding principal related to system expansion as of FY 2026. Allocations to system functions on weighted basis of each system component's capacity costs.

2.2 SYSTEM CAPACITY

Once the cost of capacity for each functional component was determined, the next step was to determine the water and sewer systems' capacities as stated in terms of ERCs. Expressing the system capacities in terms of ERCs allows for the development of the unit pricing of capacity which is essential for the determination of impact fees. The capacity, stated in MGD for each system, divided by the level-of-service (demand per ERC), stated in gallons per day (GPD) for each system, is equal to the total number of ERCs the Utility can serve with its existing infrastructure.



2.2.1 System Capacity

The capacities for each system component were provided by Utility staff in MGD. The capacity for water treatment and transmission are stated in terms of maximum daily flow, whereas the capacity for sewer treatment and sewer collection/pumping are stated in terms of average daily flow. The system capacities identified for each functional component of the water, sewer, and reclaimed water system are presented in Table 2.2.

Table 2.2 – System Capacity

	System Capacity (MGD)		
Function Component	**Water**	**Sewer**	**Reclaimed**
Treatment	60.00	4.50	-
Transmission	72.00	-	-
Collection & Pumping	-	12.38	-
Supply	48.00	-	-
Water Storage & Pumping	70.00	-	-
Reclaimed Water	-	-	9.00

Schedule 2 of the Appendix provides additional details related to the system capacity identified for each functional component of the water, sewer, and reclaimed water systems.

2.2.2 Level-of-Service Standards

In the evaluation of the capital facility needs for providing water and sewer utility services, it is critical that a level-of-service standard be developed. Pursuant to Chapter 9 J 5, Florida Administrative Code, the "level of service" means an indicator of the extent or degrees of service provided by, or proposed to be provided by a facility, based on, and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility or service. Level-of-service standards are established to ensure that adequate facility capacity will be provided for future development and for purposes of issuing development orders or permits, pursuant to Section 163.3202(2) (g) of the Florida Statutes. As further stated in the Administrative Code, each local government shall establish a level-of-service standard for each public facility located within the boundary for which such local government has authority to issue development orders or permits.

For water and sewer service, the level of service that is commonly used in the industry is the amount of capacity allocable to an ERC expressed as the amount of usage in gallons on an average daily basis. This allocation would generally represent the amount of capacity allowable to an ERC, whether such capacity is used on an average day basis. However, water treatment facilities are typically sized based upon maximum daily flows whereas sewer plant capacity is stated in average day flows. As such, the water system's average daily flow per ERC was converted to a maximum daily flow equivalent.

Table 2.3 summarizes the calculated level-of-service standards utilized in this analysis which were derived from historical billing and system operations and peaking data and discussions with Utility staff.

Table 2.3 – Level-of-Service Standards

System	Level of Service (GPD)
Water System	230 (Average Day Flow) * 1.40 (May Day Peaking Factor) = 320 GPD
Water System With Reclaimed	240 GPD (Average Daily Flow per ERC)
Sewer System	240 GPD (Average Daily Flow per ERC)

2.3 CALCULATION OF IMPACT FEES

The identified capital costs for each functional component were then divided by the capacity for each functional component stated in terms of ERCs to determine the capacity cost per ERC for water (without reclaimed), water (with reclaimed), and sewer, as shown below in Tables 2.4, 2.5, and 2.6, respectively.

2.3.1 Water Impact Fees

Table 2.4 – Water Capacity Cost per ERC (Without Reclaimed)

	Water	Transmission	Treatment	Supply	Storage & Pumping	Total
1	Net System Value [1]	$ 166,450,606	$ 92,649,648	$ 50,075,809	$ 15,720,239	$ 324,896,303
2	Capacity Million Gallons per Day (MGD)	72.00	60.00	48.00	70.00	
3	Level of Service (GPD)	320	320	320	320	
4	Capacity: Equivalent Residential Connections (ERCs) [2]	225,000	187,500	150,000	218,750	
5	2020 Calculated Cost per ERC (Line 1 / Line 4)	$ 740	$ 494	$ 334	$ 72	$ 1,640
6	Escalation [3]					7.0%
7	**Calculated Water Impact Fee**					**$ 1,755**

[1] See Table 2.1.

[2] System capacity stated in gallons per day (Line 2 x 1,000,000) divided by Line 3.

[3] Escalation applied to 2020 capacity costs as the fees are scheduled to be implemented during 2021 or 2022 and the City typically doesn't evaluate impact fees annually. Utility replacement and construction costs have historically been subject to inflation over time.

2.3.2 Water with Reclaimed Water Impact Fees

Reclaimed water service is available in parts of the Utility's service area and since the 2010 Study, the City implemented a separate water impact fee for those water customers with reclaimed water service. Generally, customers with reclaimed water generate less demand from the potable water system related to irrigation needs and therefore the calculated fees reflect a lower level of service as compared to the water impact fee. The Utility's reclaimed water system primarily serves as a means for disposal for the sewer system and therefore the costs of reclaimed water are included in the cost basis for the sewer impact fee.

Table 2.5 – Water Capacity Cost per ERC (With Reclaimed)

	Water with Reclaimed	Transmission	Treatment	Supply	Storage & Pumping	Total
1	Net System Value [1]	$ 166,450,606	$ 92,649,648	$ 50,075,809	$ 15,720,239	$ 324,896,303
2	Capacity Million Gallons per Day (MGD)	72.00	60.00	48.00	70.00	
3	Level of Service (GPD)	240	240	240	240	
4	Capacity: Equivalent Residential Connections (ERCs) [2]	300,000	250,000	200,000	291,667	
5	FY 2020 Calculated Cost per ERC (Line 1 / Line 4)	$ 555	$ 371	$ 250	$ 54	$ 1,230
6	Escalation % [3]					7.0%
7	**Calculated Water with Reclaimed Impact Fee**					**$ 1,316**

[1] See Table 2.1.

[2] System capacity stated in gallons per day (Line 2 x 1,000,000) divided by Line 3.

[3] Escalation applied to 2020 capacity costs as the fees are scheduled to be implemented during 2021 or 2022 and the City typically doesn't evaluate impact fees annually. Utility replacement and construction costs have historically been subject to inflation over time.

2.3.3 Sewer Impact Fees

Table 2.6 – Sewer Capacity Cost per ERC

	Sewer	Collection & Pumping	Treatment	Reclaimed Water	Total
1	Net System Value [1]	$ 39,916,190	$ 27,446,443	$ 42,280,007	$ 109,642,641
2	Capacity Million Gallons per Day (MGD)	12.38	4.50	9.00	
3	Level of Service (GPD)	240	240	240	
4	Capacity: Equivalent Residential Connections (ERCs) [2]	51,563	18,750	37,500	
5	FY 2020 Calculated Cost per ERC (Line 1 / Line 4)	$ 774	$ 1,464	$ 1,127	$ 3,365
6	Escalation % [3]				7.0%
7	**Calculated Sewer Impact Fee**				**$ 3,601**

[1] See Table 2.1.

[2] System capacity stated in gallons per day (Line 2 x 1,000,000) divided by Line 3.

[3] Escalation applied to 2020 capacity costs as the fees are scheduled to be implemented during 2021 or 2022 and the City typically doesn't evaluate impact fees annually. Utility replacement and construction costs have historically been subject to inflation over time.

3. RESULTS, CONCLUSIONS, AND RECOMMENDATIONS

Based upon the cost and capacity information provided by the City and the analysis described herein, the water impact fee at full cost recovery is $1,755 per ERC as compared to the current fee of $1,750. The City's water impact fee with reclaimed water availability at full cost recovery is $1,316 per ERC as compared to the current fee of $1,300. The resulting sewer impact fee at full cost recovery is $3,601 per ERC as compared to the current fee of $1,250. Therefore, the updated combined water and sewer impact fee is $5,356 versus the current combined fee of $3,000. The updated combined water and sewer impact fee when reclaimed water is also available is $4,917 versus the current combined fee of $2,550. A comparison of the current and calculated impact fees is presented in Table 3.1.

Table 3.1 – Summary of Results

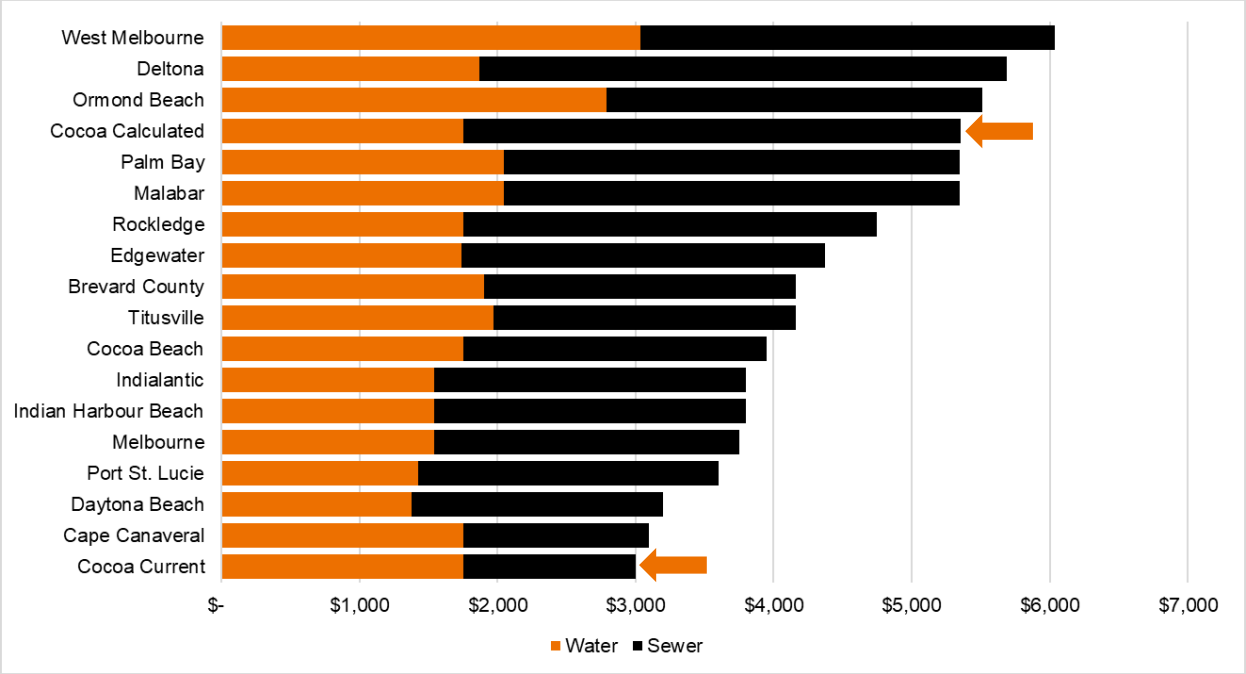
Calculated Water and Sewer Impact Fees			
Description	**Water**	**Water w/ Reclaimed**	**Sewer**
Current Charges	$ 1,750	$ 1,300	$ 1,250
Calculated Charges @ 100% Cost Recovery	**$ 1,755**	**$ 1,316**	**$ 3,601**
$ Change	*$ 5*	*$ 16*	*$ 2,351*
% Change	*0.3%*	*1.2%*	*188.0%*

It is important to note that the City has discretion regarding the percentage of cost recovery utilized in the establishment of impact fees. The City may adopt impact fees to recover any amount up to but not more than 100% of the full cost recovery amounts identified herein.

3.1 Local Impact Fee Comparison

Stantec prepared a comparison of the existing and updated/proposed water and sewer impact fees for the City to those of other local communities. Figure 3.1 provides a comparison of water and sewer impact fees for a typical single-family residential connection (i.e., one ERC) as of December 2020. The City of Cocoa's water without reclaimed service impact fee was utilized in the below comparison. Individual water and sewer impact fee comparisons can be found in the Appendix.

Figure 3.1 – Local Water & Sewer Impact Fee Comparison



Consistent with our industry experience, the comparison indicates that a wide range of water and sewer impact fees exist amongst utilities. No in-depth analysis has been performed to identify the methods used in the development of the water and sewer impact fees imposed by the other utilities, nor has any analysis been performed to determine what percentage of the cost of new facilities is recovered from such fees. Additionally, no analysis was conducted as to the types of capital facilities currently in service or those capital facilities being planned for each of the utilities surveyed. For example, the cost of sewer effluent disposal utilizing a deep injection well system generally has a higher capital cost per unit of capacity than use of a surface water discharge. Moreover, the capital costs associated with constructing reverse osmosis water treatment facilities that treat brackish water are known to be more significant than those of lime softening facilities that treat freshwater.

Some additional reasons why impact fees differ amongst utilities include the following:

- Source of supply
- Proximity to source of supply
- Type and complexity of treatment
- Effluent disposal method
- Density of service area
- Availability of grant funding to finance capital projects
- Age of system
- Utility life cycle (e.g., growth-oriented vs. mature)
- Level-of-service standards
- Administrative policies
- Date of analysis supporting current charges

3.2 Conclusions and Recommendations

Based upon the analysis presented herein, Stantec has the following conclusions and recommendations:

- The Utility's calculated impact fees at full cost recovery are $1,755 per ERC for water, $1,316 per ERC for connections with both water and reclaimed water, and $3,601 per ERC for sewer.
- A local impact fee comparison of other entities in the surrounding geographic area has identified a broad range of water and sewer impact fees. The City's existing combined water and sewer impact fees are the lowest in the local comparison, whereas the calculated water and sewer impact fees presented herein result in a combined fee of $5,356, which is the 4th highest in the comparison.
- The City has the authority to implement impact fees at amounts less than full cost recovery. As such, based upon discussions with the City Management and Staff, increasing the City's impact fees is justified, but should be measured against the policy objectives of the City including minimizing fee increases, local market comparisons, and desired level of cost recovery.
- Stantec supports City's staff's recommendation to maintain its water impact fee and water with reclaimed impact at the current levels of $1,750 and $1,300, respectively, and increase the sewer impact fee to $2,500.
- Stantec recommends that the City perform an update to this analysis every 3-5 years so that as the system ages and changes or future expansion related projects become more certain, the costs of those projects can be included in the basis of updated impact fees.

Disclaimer

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In preparing this report, Stantec utilized information and data obtained from the City or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliances on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

APPENDIX: SUPPORTING SCHEDULES

Schedule 1 Summary of System Fixed Assets

Schedule 2 System Capacity

Schedule 3 Water Impact Fee Calculation

Schedule 4 Water with Reclaimed Impact Fee Calculation

Schedule 5 Sewer Impact Fee Calculation

Schedule 6 Water Impact Fee Local Comparison

Schedule 7 Sewer Impact Fee Local Comparison

Summary of System Fixed Assets — Schedule 1

Asset Description [1]	Installation / Upgrade Year	2020 Quantity / Capacity	Estimated 2020 Replacement Cost	2020 RCNLD [2]
Water Transmission (12-inch Lines or Greater)				
Cast Iron	50 Years (Average Age)	14 Miles	$ 32,130,000	$ 10,710,000
Asbestos Cement	47 Years (Average Age)	36 Miles	$ 39,990,000	$ 15,329,500
PCCP	48 Years (Average Age)	64 Miles	$ 159,260,000	$ 58,395,333
PVC	38 Years (Average Age)	72 Miles	$ 75,490,000	$ 40,261,333
Ductile Iron	39 Years (Average Age)	49 Miles	$ 87,980,000	$ 45,456,333
Other	44 Years (Average Age)	4 Miles	$ 4,760,000	$ 2,062,667
Subtotal			**$ 399,610,000**	**$ 172,215,167**
Water Treatment				
Wewahootee WTP	1957 / 1997	48 MGD	$ 17,410,000	$ 9,902,084
Dyal WTP - Groundwater	1970 / 1994	48 MGD	$ 49,000,000	$ 22,355,335
Dyal WTP - Surface water	1999	12 MGD	$ 48,960,000	$ 28,063,673
Dyal WTP - Shared Facilities	1970 / 1999	60 MGD	$ 50,860,000	$ 35,537,221
Subtotal			**$ 166,230,000**	**$ 95,858,315**
Water Supply				
Groundwater Wells	1957-1995	48 Wells	$ 32,040,000	$ 11,058,000
Raw Groundwater Supply Pipelines	1957-1995	50 Miles	$ 96,450,000	$ 35,126,304
TCR Surface Water Intake and Pump Station	1999	12 MGD	$ 3,950,000	$ 1,802,531
TCR PS Pipeline	1999	36-inch, 24 MGD	$ 5,880,000	$ 3,823,213
Subtotal			**$ 138,320,000**	**$ 51,810,048**
Water Storage & Pumping				
Dyal Onsite Storage & Pumping	1970	10 MG/ 60 MGD	$ 11,710,000	$ 7,964,270
Bananna River Booster Station	1965	4 MG	$ 5,580,000	$ 701,231
Industrial Park Booster Station	1966/2015	5 MG	$ 5,670,000	$ 3,384,801
Viera Booster Station	2000	2 MG	$ 3,160,000	$ 1,392,710
US-1 Elevated Storage Tank	1957	1.4 MG	$ 2,840,000	$ -
Dyal ASR Wells	1995 / 1999	10 MGD in Recovery Mode	$ 4,630,000	$ 2,821,654
Subtotal			**$ 33,590,000**	**$ 16,264,666**
Reclaimed Water				
Sellers Reuse Storage	1995 / 2005	8 MG	$ 3,740,000	$ 1,913,427
Sellers Reuse Pumping	1995	9 MGD	$ 650,000	$ 114,265
Bracco Reservoir	TBD	TBD	TBD	TBD
Reuse Supplemental Wells	1995	2 MG	$ 2,450,000	$ 1,183,236
Elevated Storage	TBD	0.3 MG	$ 640,000	$ 242,316
Reuse Pipeline [3]	Varies	53 Miles	$ 59,060,000	$ 40,971,460
Subtotal			**$ 66,540,000**	**$ 44,424,704**

Summary of System Fixed Assets — Schedule 1

Asset Description [1]	Installation / Upgrade Year	2020 Quantity / Capacity	Estimated 2020 Replacement Cost	2020 RCNLD [2]
Sewer Collection [4]				
Gravity Sewer Pipeline	N/A	79 Miles	$ 27,947,473	$ 16,131,725
Pressurized Force Main Pipeline	N/A	58 Miles	$ 28,634,347	$ 22,098,537
Subtotal			**$ 56,581,820**	**$ 38,230,262**
Sewer Pumping				
Lift Stations	1957-2007	53 Stations	$ 12,790,000	$ 3,710,718
Subtotal			**$ 12,790,000**	**$ 3,710,718**
Sewer Treatment				
Sellers WRF	1950 / 1989	4.5 MGD	$ 50,080,000	$ 28,838,692
Subtotal			**$ 50,080,000**	**$ 28,838,692**

System Summary	Function	Total Replacement Cost	Total RCNLD Value
Water	Transmission	$ 399,610,000	$ 172,215,167
Water	Treatment	$ 166,230,000	$ 95,858,315
Water	Supply	$ 138,320,000	$ 51,810,048
Water	Storage & Pumping	$ 33,590,000	$ 16,264,666
Water	Reclaimed Water	$ 66,540,000	$ 44,424,704
Sewer	Collection	$ 56,581,820	$ 38,230,262
Sewer	Pumping	$ 12,790,000	$ 3,710,718
Sewer	Treatment	$ 50,080,000	$ 28,838,692
Total System Costs[5]		**$ 923,741,820**	**$ 451,352,571**

[1] Asset inventory provided by Jacobs Engineering Group Inc. in Update of Fixed Assets and System Data Technical Memorandum on November 20, 2020.
[2] Replacement Cost New Less Depreciation was calculated based on assumed installation/upgrade year and average useful life per the Jacobs Engineering Group Inc. Update of Fixed Assets and System Data Technical Memorandum.

[3] The analysis assumes a 60 year useful life for all reuse pipe line assets.
[4] The analysis includes all gravity sewer pipelines 10" and greater, as well as 50% of all 8" pipelines. Likewise, the analysis includes all pressurized force main pipelines 8" or greater.

[5] The total system costs reflect the assets that are included for purposes of this analysis and excludes non-capacity related assets such as smaller gravity sewer and local water distribution mains. The total replacement cost of all system assets per the Jacobs Technical Memorandum is $1.67 billion.

System Capacity — Schedule 2

Water Treatment	Existing Capacity (MGD)
Weewahootee WTP	12.00
Dyal WTP	48.00
Total Capacity	60.00

Water Transmission	Existing Capacity (MGD)
Max Day Treatment Capacity + 20%	72.00
Total Capacity	72.00

Water Supply	Existing Capacity (MGD)
Max Physical Capacity	48.00
Total Capacity	48.00

Water Storage & Pumping	Existing Capacity (MGD)
Storage & Pumping	70.00
Total Capacity	70.00

Reclaimed Water	Existing Capacity (MGD)
Sellers Reuse Pumping Capacity	9.00
Total Capacity	9.00

Sewer Treatment System	Existing Capacity (MGD)
Sellers WRF	4.50
Total Capacity	4.50

Sewer Collection & Pumping	Existing Capacity (MGD)
Average day + 275%	12.38
Total Capacity	12.38

Water Impact Fee Calculation

Schedule 3

Line	Functional Component:	Description	Transmission	Treatment	Supply	Storage & Pumping	Total
1	Gross Plant in Service Value	*Schedule 1*	$ 172,215,167	$ 95,858,315	$ 51,810,048	$ 16,264,666	$ 336,148,195
2	Capital Improvement Cost [1]		-	-	-	-	336,148,195
3	Gross System Value		$ 172,215,167	$ 95,858,315	$ 51,810,048	$ 16,264,666	$ 336,148,195
	Less:						
4	Credit for Outstanding Principal [2]		$ 5,764,560	$ 3,208,667	$ 1,734,238	$ 544,427	$ 11,251,893
5	**Net System Value**	*Line 1 - Line 4*	**$ 166,450,606**	**$ 92,649,648**	**$ 50,075,809**	**$ 15,720,239**	**$ 324,896,303**
	Water Fee Calculation:						
	Capacity						
6	Million Gallons Per Day (MGD) [3]	*Schedule 2*	72.00	60.00	48.00	70.00	
7	Level of Service (GPD) [4]		320	320	320	320	
8	Equivalent Residential Connections @ Defined LOS	*Line 6 x 1,000,000 / Line 7*	225,000	187,500	150,000	218,750	
9	Initial Capacity Cost per ERC	*Line 5 / Line 8*	$ 740	$ 494	$ 334	$ 72	$ 1,640
10	Escalation Factor [5]						7.00%
11	**Calculated Fee per ERC**						**1,755**
12	Current Fee per ERC						$ 1,750
	$ Change						$ 5
	% Change						0.3%

[1] Analysis presented herein utilizes the Buy-In Methodology (fee is calculated based upon existing capacity of system) and therefore does not consider any expansionary CIP as part of the gross system value.

[2] Reflects the expected remaining expansion related principal amount on the City's outstanding senior and SRF obligations as of FY 2026.

[3] System capacities provided by City Staff.

[4] Calculated based on a review of historical customer demands and system maximum day peaking factors.

[5] Includes escalation recognizing that capacity costs were calculated in 2020 dollars and the City typically doesn't evaluate impact fees annually. Utility replacement and construction costs have historically been subject to inflation over time.

Water with Reclaimed Impact Fee Calculation

Schedule 4

Line	Functional Component:	Description	Transmission	Treatment	Supply	Storage & Pumping	Total
1	Gross Plant in Service Value	*Schedule 1*	$ 172,215,167	$ 95,858,315	$ 51,810,048	$ 16,264,666	$ 336,148,195
2	Capital Improvement Cost [1]		-	-	-	-	336,148,195
3	Gross System Value		$ 172,215,167	$ 95,858,315	$ 51,810,048	$ 16,264,666	$ 336,148,195
	Less:						
4	Credit for Outstanding Principal [2]		$ 5,764,560	$ 3,208,667	$ 1,734,238	$ 544,427	$ 11,251,893
5	**Net System Value**	*Line 1 - Line 4*	**$ 166,450,606**	**$ 92,649,648**	**$ 50,075,809**	**$ 15,720,239**	**$ 324,896,303**
	Water Fee Calculation:						
	Capacity						
6	Million Gallons Per Day (MGD) [3]	*Schedule 2*	72.00	60.00	48.00	70.00	
7	Level of Service (GPD) [4]		240	240	240	240	
8	Equivalent Residential Connections @ Defined LOS	*Line 6 x 1,000,000 / Line 7*	300,000	250,000	200,000	291,667	
9	Initial Capacity Cost per ERC	*Line 5 / Line 8*	$ 555	$ 371	$ 250	$ 54	$ 1,230
10	Escalation Factor [5]						7.00%
11	**Calculated Fee per ERC**						**1,316**
12	Current Fee per ERC						$ 1,300
	$ Change						$ 16
	% Change						1.2%

[1] Analysis presented herein utilizes the Buy-In Methodology (fee is calculated based upon existing capacity of system) and therefore does not consider any expansionary CIP as part of the gross system value.

[2] Reflects the expected remaining expansion related principal amount on the City's outstanding senior and SRF obligations as of FY 2026.

[3] System capacities and level of service as provided by City Staff.

[4] Based on a review of historical customer demands.

[5] Includes escalation recognizing that capacity costs were calculated in 2020 dollars and the City typically doesn't evaluate impact fees annually. Utility replacement and construction costs have historically been subject to inflation over time.

Sewer Impact Fee Calculation — Schedule 5

Line	Functional Component:	Description	Collection & Pumping	Treatment	Reclaimed Water	Total
1	Gross Plant in Service Value	*Schedule 1*	$ 41,940,980	$ 28,838,692	$ 44,424,704	$ 115,204,376
2	Capital Improvement Cost [1]		-	-	-	-
3	Gross System Value		$ 41,940,980	$ 28,838,692	$ 44,424,704	$ 115,204,376
	Less:					
4	Credit for Outstanding Principal [2]		$ 2,024,789	$ 1,392,249	$ 2,144,696	$ 5,561,735
5	**Net System Value**	*Line 1 - Line 4*	**$ 39,916,190**	**$ 27,446,443**	**$ 42,280,007**	**$ 109,642,641**
	Sewer Fee Calculation:					
	Capacity					
6	Million Gallons Per Day (MGD) [3]	*Schedule 2*	12.38	4.50	9.00	
7	Level of Service (GPD) [4]		240	240	240	
8	Equivalent Residential Connections @ Defined LOS	*Line 6 x 1,000,000 / Line 7*	51,563	18,750	37,500	
9	Initial Capacity Cost per ERC	*Line 5 / Line 8*	$ 774	$ 1,464	$ 1,127	$ 3,365
10	Escalation Factor [5]					7.00%
11	**Calculated Fee per ERC**					**3,601**
12	Current Fee per ERC					$ 1,250
	$ Change					$ 2,351
	% Change					188.0%

[1] Analysis presented herein utilizes the Buy-In Methodology (fee is calculated based upon existing capacity of system) and therefore does not consider any expansionary CIP as part of the gross system

[2] Reflects the expected remaining expansion related principal amount on the City's outstanding senior and SRF obligations as of FY 2026.

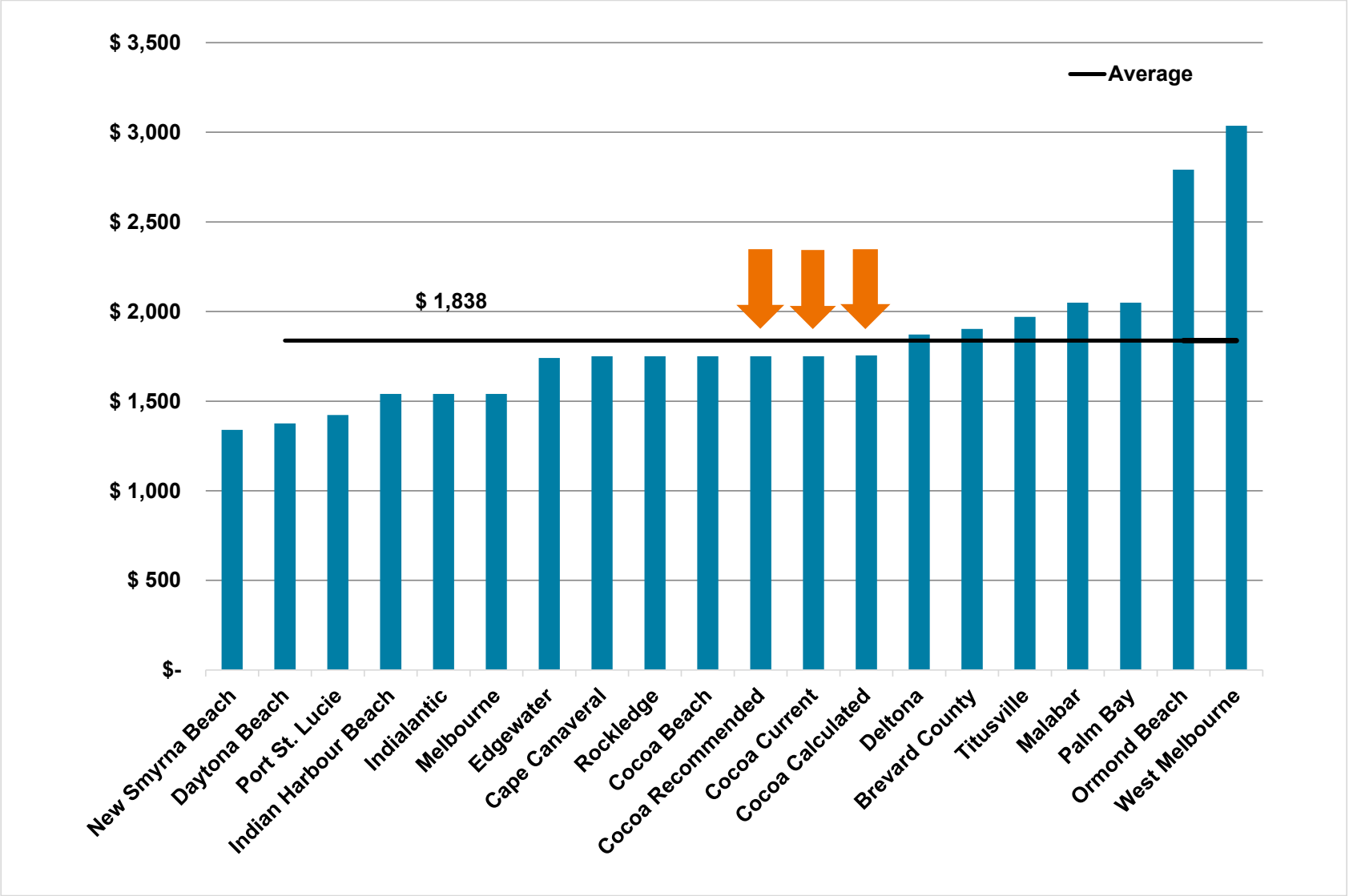
[3] System capacities provided by City Staff.

[4] Calculated based on a review of historical customer demands.

[5] Includes escalation recognizing that capacity costs were calculated in 2020 dollars and the City typically doesn't evaluate impact fees annually. Utility replacement and construction costs have

Water Impact Fee Local Comparison

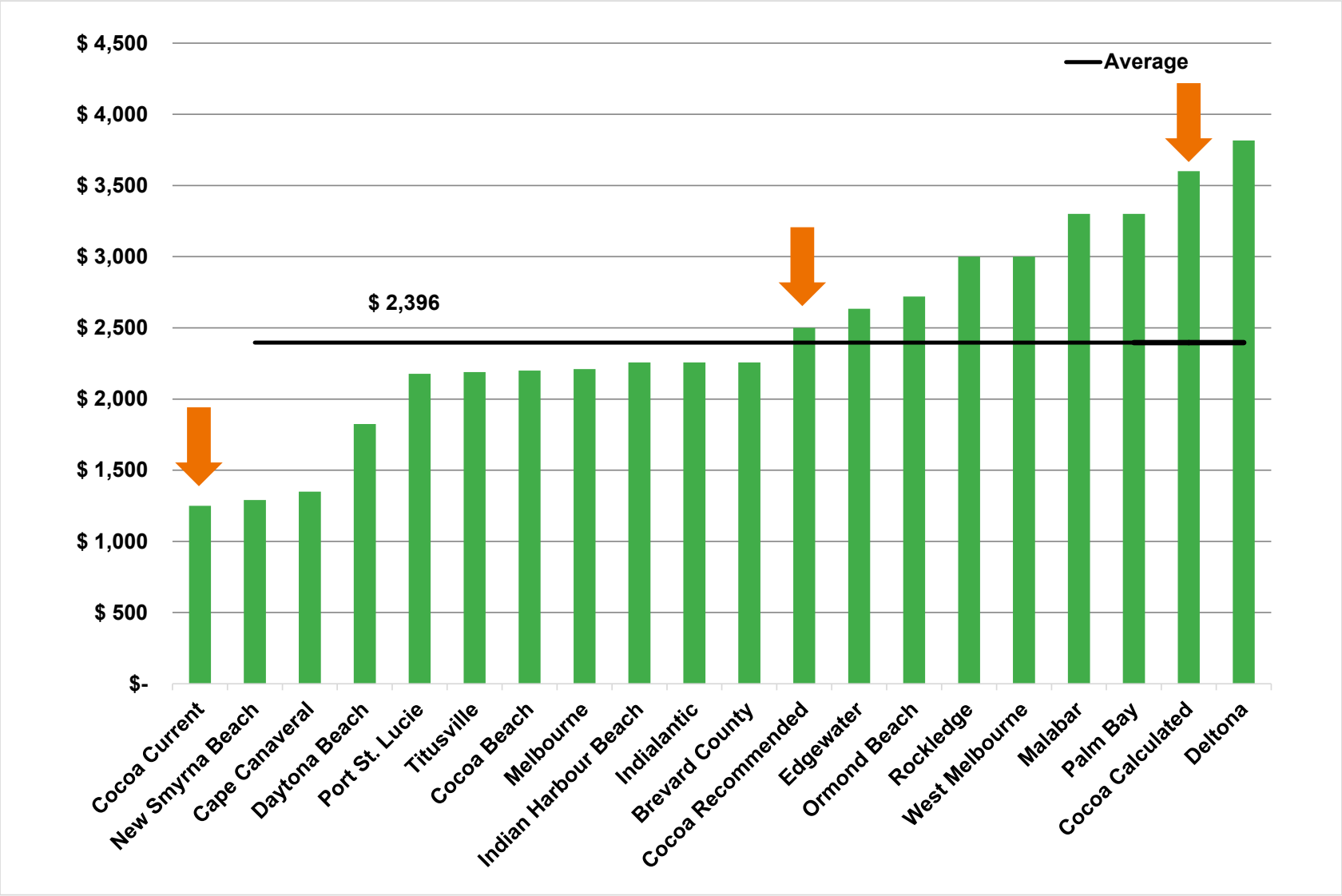
Schedule 6



Note: The presented average ($1,838) includes the Cocoa Recommended fee ($1,750) and excludes the Cocoa Calculated fee ($1,755).

Sewer Impact Fee Local Comparison

Schedule 7



Note: The presented average ($2,396) includes the Cocoa Recommended fee ($2,500) and excludes the Cocoa Calculated fee ($3,601).

Legislation Details (With Text)

File #:	21-203	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	3/4/2021			**In control:**	City Council
On agenda:	3/9/2021			**Final action:**	
Title:	This request is for the City Council to consider establishing term limits for City Advisory Committees and Boards. (Councilmember Koss)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2021
Agenda Date: March 9, 2021
Prepared By: Stockton Whitten, City Manager
Through: Councilwoman Koss
Requested Action:
This request is for the City Council to consider establishing term limits for City Advisory Committees and Boards.

BACKGROUND:

Currently members of city advisory committees and boards may remain on committees and boards for unlimited periods of time if reappointed by the City Council as outlined in the following section of code.

Sec 2-58 (f) Term. All board and committee members shall be appointed to serve (3) year terms and may be reappointed by the city council for subsequent three (3) year terms without limitation. If a member is removed, or vacates their appointment for any reason, including death, excessive absences, or resignation, prior to the expiration of their term, the city council shall appoint another person to serve the remaining portion of the unexpired term.

This general uniform rule does not apply when the City Charter, state or federal law provide for different length of terms or term limits (e.g., Districting Commission, CRAs). Additionally, under the following section of code the Council can establish ad hoc committees by resolution with different terms for members of the committee.

Sec 2-58 (n) Ad hoc committees. The city council may create by resolution, from time to time, temporary ad hoc committees to serve a limited purpose. The resolution may exempt the

committee from all or part of the requirements of this section.

There are currently several citizens who wish to serve on various boards and/or committees, however there are no or very few vacancies. To encourage participation in city government by the greatest number of citizens and to facilitate new and diverse input, term limits should be established for all board and committee members whose terms are not proscribed by the City Charter, state, or federal law.

STRATEGIC PLAN CONNECTION:

Civic Engagement - Volunteer Boards. Objective 1 is to increase recruitment and/or qualification efforts.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Board direction for the City Attorney to draft an ordinance amendment modifying current language to establish 6 years term limits for board and committee members on board or committees whose terms are not subject to City Charter, state, or federal law.

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Legislation Details (With Text)

File #:	21-185	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Public Hearing
File created:	2/25/2021			**In control:**	City Council
On agenda:	3/9/2021			**Final action:**	
Title:	Approve a Resolution for FY21, Updating the Utility Handbook's Policies (1000.3) and including Schedule A (1001A.FY21): Water, Sewer and Reclaimed Utility Rates, Fees and Charges and Schedule B (1001B.FY21): Miscellaneous Rates, Fees and Charges, Effective April 1, 2021; and including an annual 4% automatic increase to the rates, fees and charges set forth on Schedule A commencing on October 1, 2021 and each October 1 thereafter through the rate increase on October 1, 2025 subject to the City Council's annual review and authority to suspend or reduce said automatic annual increase. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Utility Handbook and Schedules A & B Resolution FY 2021- ADA Compliant.pdf 1000.3 - City of Cocoa Utilities Handbook ADA.pdf 1001A.FY21.0 - Schedule A - Utility Rates Fees Charges.pdf 1001B.FY21.1 - Schedule B - Miscellaneous Rates Fees Charges.pdf 1001B.FY22.0 - Schedule B - Miscellaneous Rates Fees Charges.pdf 1001B.FY23.0 - Schedule B - Miscellaneous Rates Fees Charges.pdf 1001B.FY24.0 - Schedule B - Miscellaneous Rates Fees Charges.pdf				

Date	Ver.	Action By	Action	Result

`CITY COUNCIL AGENDA ITEM

Memo Date: February 25, 2021
Agenda Date: March 9, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution for FY21, Updating the Utility Handbook's Policies (1000.3) and including Schedule A (1001A.FY21): Water, Sewer and Reclaimed Utility Rates, Fees and Charges and Schedule B (1001B.FY21): Miscellaneous Rates, Fees and Charges, Effective April 1, 2021; and including an annual 4% automatic increase to the rates, fees and charges set forth on Schedule A commencing on October 1, 2021 and each October 1 thereafter through the rate increase on October 1, 2025 subject to the City Council's annual review and authority to suspend or reduce said automatic annual increase.

BACKGROUND:

During the preparation of the Fiscal Year 2021 Budget, a full Utility Rate Study began and was conducted by the City's consultant Stantec Inc. Due to the enormity of the project, the Study was

conducted in three phases. The first phase, a Water/Sewer Revenue Sufficiency Study, accepted by City Council on September 9, 2020 with the recommendation from our consultant, to suspended the automatic 5% Water/Sewer/Reclaim and Hydrant rate increase (as adopted by Resolution 2016-87), by way of Resolution 2020-205. The next two phases, the Water/Sewer Impact Fee Study and the Utility Rates Design and Miscellaneous Service Charges Study, Schedules A&B within the Utility Handbook.

The update to the Utility Handbook and schedules as recommended by our Consultant upon the completion of all three Study's is recommended and summarized below:

Utility Handbook Policy Changes

- Automated Clearing House (ACH), Debit from Bank - Currently customers who pay their Utility Bills by ACH, have the funds deducted directly from their bank account 7 days after the bill date. The update to this policy would be a deduction from their bank account 14 days after the bill date. Thus, allowing the customer more time to review the utility bill before the payment is drafted from their account.

- Payment Options and Application of Payments - Refunds for utility account credit balances will be provided when an account closes. Refunds for active accounts will be provided when there is a scrivener's error only.

- Clarification to the Stuck Meter Language - Clarification as to the definition of a stuck meter is. Added verbiage that the customer will be retroactively billed for estimated average usage once it is determined that a meter was stuck and a building was occupied during the time that the meter was stuck.

Utility Service Rates & Charges: Schedule A -

As outlined within the Utility Rate Design and Miscellaneous Service Charge Study, a 10-year review was done of the utility's existing user rate structure of the current tier thresholds and sizing, and the existing 4-tiered inclining block structure. It was determined that a slight modification to reflect current customer usage patterns. Revised tier sizes to encourage efficient use of water resources and align with general industry trends. The recommended rate structure modifications are designed to collect the same amount of overall revenue as existing the rate structure. Customers will see varying impacts depending on meter size and water usage, with the largest class of customers being residential using 5,000 gallons or less, seeing an actual decrease in their overall bill. The schedule is attached for review. Changes effective April 1, 2021.

The Resolution also provides for automatic four percent (4%) annual increases to the Schedule A Rates commencing on October 1, 2021 and each October 1st thereafter until the last programmed 4% increase occurs on October 1, 2025. Notwithstanding, the annual adjustment permitted under this Resolution shall be subject to suspension or reduction by the City Council on an annual basis prior to the effective date of the automatic annual adjustment. Any suspension or reduction shall be based on the City Council's periodic evaluation of the financial management plan of the City's Utility System, particularly the updated revenue and expenses, as well as changes in economic conditions, water

consumption, regulatory requirements and other factors. The City has been following this review process for approximately the previous 10 years or so.

The Resolution also provides for annual fixed amount increases of several of the Miscellaneous Service Charges on Schedule B which are expressly stated in the Schedule.

Miscellaneous Service Charges: Schedule B -

Charges for the provision of specific services to individual customers such as installation charges, administrative fees, meter relocates, tampering fees, etc. These charges are a common practice in the industry and are generally similar between utility systems, the amounts of the charges and policy around charging them often vary. While the revenue from miscellaneous charges comprised less than 2% of the Utility's overall revenues, they are an important tool for utility systems and directly assign the cost of the specific activity to the customer to minimize overall system rate increases. Currently these fees do not recover the full costs for these services. To mitigate an immediate increase to the full cost of these services, a 3-year phased implementation is the approach staff is recommending. Adoption of Changes Effective: Phase 1, April 1, 2021; Phase 2, October 1, 2022; and Phase 3, October 1, 2023.

Impact Fees -

Based upon cost and capacity information for water, sewer and reclaimed impact fees, as outlined in the Impact Fee Study Report, the analysis confirms, current Water and Reclaimed Impact Fees are on point with full cost recovery and at this time there will be no request to increase these impact fees. However, after careful examination and analysis during the Impact Study, Cocoa Sewer Impact Fees currently calculates at 188.0% under full cost recovery. The current charge for Cocoa Sewer Impact Fee is $1,250 per ERC with full cost recovery at $3,601 per ERC. The City consultant recommends updating the Cocoa Sewer Impact Fee to $2,500 per ERC, with a caveat that the City review impact fees every 3-5 years. Change Effective date, October 1, 2021. Impact fees are charged for increased demand on the utility system as more connections are made to the system.

The Water/Sewer Revenue Sufficiency Report approved by City Council on September 9, 2020, suspended the annual utility rate increase because the Utility Rate Design and Miscellaneous Service Charges Study was in process. During the FY22 budgeting process, an annual revenue sufficiency study will again be conducted and the water/sewer rates will be reevaluated and brought back to City Council for review/approval. The water and sewer rates are evaluated each year by the City's consultant to ensure debt service coverage and compliance with other bond covenants, as well as revenue sufficiency to meet the utility's capital and operating needs.

Staff recommends approval of the Utilities Handbook updates and the schedule.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability is part of the City's Strategic Plan. A complete rate study should be conducted every 5-10 years.

BUDGETARY IMPACT:

PREVIOUS ACTION:

September 9, 2020 City Council accepted the FY2020 Water/Sewer Revenue Sufficiency Report prepared by the City's consultant and suspended the annual automatic 5% Water/Sewer Rate increase outlined in Resolution 2016-87. Resolution 2020-205.

February 1, 2021 Utility Workshop the City's consultant Stantec, presented to City Council, the results and completion of the Water Sewer Impact Fee Study and the Utility Rate Design and Miscellaneous Service Charges Study and outcomes.

RECOMMENDED MOTION:

Approve a Resolution for FY21, Updating the Utility Handbook's Policies (1000.3) and including Schedule A (1001A.FY21): Water, Sewer and Reclaimed Utility Rates, Fees and Charges and Schedule B (1001B.FY21): Miscellaneous Rates, Fees and Charges, Effective April 1, 2021; and including an annual 4% automatic increase to the rates, fees and charges set forth on Schedule A commencing on October 1, 2021 and each October 1 thereafter through the rate increase on October 1, 2025 subject to the City Council's annual review and authority to suspend or reduce said automatic annual increase

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RESOLUTION NO. 2021-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, REVISING THE CITY OF COCOA UTILITY HANDBOOK AND THE SCHEDULES ESTABLISHING WATER, SEWER AND RECLAIMED WATER CHARGES AND USAGE RATES; PROVIDING FOR ANNUAL INCREASES ON OCTOBER 1ST OF RATES AND CHARGES SET FORTH ON SCHEDULE A RELATED TO WATER, SEWER, RECLAIMED AND PUBLIC FIRE HYDRANTS AND PRIVATE FIRE MAINS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on November 10, 1994, the City Council of the City of Cocoa adopted a Utilities Handbook for the purposes of adopting administrative operating policies and procedures, rates, fees, and charges for the City's utility system; and

WHEREAS, the policies and procedures contained in the Utilities Handbook need to be updated periodically to reflect current practices or to clarify the policies and procedures by rewriting text; and

WHEREAS, Chapter 22 of the City Code provides that the City Council, by resolution, shall establish or amend from time to time the fees and charges for water, sewer and reclaimed utility services and said rates and charges are incorporated into the Utilities Handbook; and

WHEREAS, after careful consideration and deliberation, and consideration of the comprehensive rate study and sufficiency analysis prepared and presented as a Final Report by Stantec, dated September 2, 2020, the City Council deems it is in the best interests of the public health, safety and welfare of its citizens and other users of the City's utility system to revise the rates and charges for water, sewer and reclaimed, public fire hydrants and private fire mains as set forth herein, which are hereby found to be just and equitable; and

WHEREAS, the City Council deems it is the best interest of the public health, safety and welfare and betterment of the City's water, sewer and reclaimed facilities to revise the Utility Handbook; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. Amendment to the Utility Handbook: Adoption of Rate and Charges; Ratification of Prior Rates and Charges.

(a) The City of Cocoa Utilities Handbook, and the water, sewer and reclaimed rates and charges set forth in Schedule A- Utility Rates, Fees, & Charges,

and Schedule B – Miscellaneous Rates, Fees & Charges, which is attached hereto and fully incorporated herein by this reference, is hereby adopted.

(b) All prior utility rate charges for water, sewer, reclaimed water, and fire lines and hydrants previously imposed by the City Council and charged to utility customers are hereby found to have been just and equitable and are hereby ratified by the City Council as lawfully imposed charges of the City.

SECTION 2. Publication of Clean Copy of Utility Handbook. The Utility Department is hereby instructed to publish a clean copy of the Utilities Handbook adopted under Section 1 of this Resolution.

SECTION 3. Repeal of Prior Inconsistent Resolutions. All prior resolutions or parts thereof in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. Severability. Should any section or provision of this Resolution, or any part thereof, or any rate or charge adopted by this Resolution, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Resolution which was not declared invalid.

SECTION 5. Annual Rate Adjustment – Schedule A. The water, sewer, reclaimed and fire lines and hydrant charges set forth in Schedule A, and adopted in Section 1 of this Resolution, shall be automatically adjusted annually by a four (4) percent increase to said charges. The annual adjustment shall be effective on October 1 of each year beginning with the first adjustment on October 1, 2021 and ending with the last adjustment on October 1, 2025 Notwithstanding, the annual adjustment permitted under this Section 5 shall be subject to suspension or reduction by the City Council on an annual basis prior to the effective date of the automatic annual adjustment. Any suspension or reduction shall be based on the City Council's periodic evaluation of the financial management plan of the City's Utility System, particularly the updated revenue and expenses, as well as changes in economic conditions, water consumption, regulatory requirements and other factors.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 9th day of March, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Utilities Handbook

Adopted by the City of Cocoa Council

Updated as of 3/9/21

Policy #1000 Rev. 3

City of Cocoa

65 Stone St.

Cocoa, FL 32922

Phone 321-433-8400 | Fax 321-433-8408

customerservice@cocoafl.org

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Introduction

The policies and procedures contained in this document are intended to define the relationship between the account holder of utility services including water (potable and reclaimed), wastewater, and solid waste collection and the City of Cocoa. These policies are, by notification of and availability to all customers, made part of the contract for service entered into by the account holder. By contracting for service, the account holder acknowledges the applicability of these policies and procedures listed in this document as well as those either expressly written or not written in the City of Cocoa Utility Service Policies and Procedures Handbook and the City of Cocoa Utilities Technical Provisions and Standard Details and agrees to abide by them.

The policies and procedures included in this handbook were adopted by the Cocoa City Council at their regular meeting held on August 14, 2019.

Section 1 – City of Cocoa Municipal Utilities

A. Establishment

The City of Cocoa (City) owns and operates water and wastewater utilities in accordance with applicable State and Federal regulatory requirements and under permits issued by the State of Florida. These policies, as amended periodically, are adopted by the Cocoa City Council to govern the relationship between the City and its utility customers. Operational authority of the Utilities Department (Department) rests with the City Manager while the City Council retains governing authority of the utilities. The terms Department and City may be used interchangeably in this document.

B. Authority

The enactment of standard utility policies requires the approval of the City Council. As fee schedules, rates and other specific policies are updated, it will be the responsibility of the City Manager or their designees to ensure this policy and procedures manual is revised in accordance with City Council action. The City Manager is authorized as the hearing or grievance officer for customers.

Prior to an item appearing before the City Council, all grievances should be heard by and submitted through the appeal process to the Deputy Finance Director/Finance Director and/or Utilities Director for review and recommendation to the City Manager for possible resolution and final authority.

C. Office and Service Hours

City Hall is located at 65 Stone St. and is open from 8 a.m. to 4:30 p.m. Monday through Friday except for municipal holidays. Service work for unusual conditions may be arranged at other times upon customer request and may require an additional fee.

A 24-hour drop box is available for customer's convenience on the south side of City Hall. Payment made at the drop box after 8:00 a.m. are posted the next business day.

Emergency restoration work is performed 24 hours a day, seven days a week. Customer may call the City at 321-433-8400 for emergency service. Reconnection due to disconnection of service for nonpayment is not considered an emergency. Dispatch for reconnection of services that were disconnected due to nonpayment, or similar instances, will result in additional fees being assessed to the account holder.

D. Scope & Intent

The intent of these policies is to provide the customer, and the employees of the City a helpful guide which uniform procedures for providing utility service. This policy is not meant to be all–inclusive but offers direction and guidance. The City desires to treat its citizens and rate payers in a fair and nondiscriminatory manner, while recognizing that each customer has distinct needs and requirements.

These policies and procedures have been established as guidelines for the day-to-day operations of the City of Cocoa Public Utilities. These are intended to be used and referred to by the City Council and any employees or agents of the City for determining actions and procedures to be followed with respect to city utilities.

These policies and procedures may be periodically revised through recommendation by the City Manager and with approval of the City Council. City of Cocoa utility services are regulated by the City of Cocoa Code of Ordinances, general utility law, and Florida State Statutes. Policies adopted and amended by the City Council are available on file with the City Clerk.

Employees of the City have been empowered and trained to use these policies to deliver high quality service to customers. Employees are expected to deal with each situation with empathy and understanding, listening carefully to the needs and requirements of individual customer. Ultimately, the City Manager is the final authority on these policies. However, every customer has the right to appeal any decision before the City Council. See section *Customer Rights Prior to Discontinuance of Services* for details.

These policies are not meant as a substitute for personal initiative on the part of the employees but are meant to serve as a guide for reasonable response to customer needs while meeting the requirements of good business practices on the part of the City.

E. Application of Policies

These policies apply to every customer and/or applicant for utility service and may be revised, amended, supplemented, or otherwise changed periodically by action of the City Council.

F. Customer Request for Policies

A summary of this a few of the policies in this handbook, Utility Service Request Terms & Conditions Addendum, is to be available, or offered to, all applicants for service. Customers may obtain a full copy of the City of Cocoa Utility Service Policies and Procedures Handbook from City Hall, City Clerk's Office, in accordance with public records dissemination Florida Statute Chapter 119, or on the City's website. Customer may also request a verbal explanation of policies and are encouraged to see answers to any questions by contacting City Hall, Utility Customer Service.

G. Utility Bill Messages and Inserts

Utility bill messages and inserts shall be reserved for utility rate or water quality related information. On occasion the City Manager may approve unrelated messages or inserts on a case by case basis. Messages will be scheduled in order of priority and request. Any water or sewer utility increase of rates, charges, or fees shall provide notice of the proposed increase to each customer of the utility through the utility billing process, per Florida Statute Chapter 180.136.

Section 2 – Extension of Utility Systems

A. Utility Service

Requirements - A customer desiring service that requires a main extension shall follow the Utility Extension Procedure contained in this Article. The water meter must be set along the frontage of the property being served. This includes flag lots and ingress/egress easements. Existence of a private utility easement across adjacent properties does not eliminate the requirement for a water main extension across the frontage of the property. The water meter must remain with the property for which it is originally set. It must not be relocated or transferred to another property.

Water main extensions must be completed in accordance with the Utility Extension Policy and accepted by the Utilities Department and cleared by the Florida Department of Environmental Protection (FDEP) prior to furnishing utility service. Main extensions may be required to eliminate service line crossings at major roads or to eliminate services connected to water transmission mains. Water mains and reclaimed water mains must extend across the entire frontage of all properties to be serviced and across all vehicle entrance ways of new subdivisions. Off-site interconnections or tie-ins may be required, as deemed necessary by the Engineering Division, to ensure system integrity and eliminate dead-end systems and are the sole expense of the requesting party.

Sewer mains must be extended, at the greatest depth possible, up to the nearest lot line or across all entrance drives or streets. In areas where no gravity sewer exists, the customer may be required to install a sewage pump station that meets the City's specifications. Construction costs due to pumping capacity and manhole/wet well depths greater than customer requirements may be offset by the City. Location, depth, and capacity of the pump station must be approved by the Utilities Department. If a pump station is to be publicly owned, the pump station sites are to be deeded to the City and should be 50 feet by 50 feet in size unless otherwise approved by the Engineering Division. Privately operated sewage pump stations may be permitted if operation and maintenance are provided by the owner.

Costs - Main extensions are at the expense of those desiring service. The customer shall engage private engineering and construction contractor services at his/her own expense. All plans and specifications are subject to the City's approval. The City reserves the right to over-size or to require minimum sizes for any main extension or utility installation.

Policy Exceptions - Special cases that do not conform to normal conditions to which these policies apply may be appealed to the City Manager. The City Manager, or a designee, may grant exceptions to the policies to provide relief in cases where extenuating circumstances justify such action. Exceptions are granted only on a case-by-case basis and are not to be considered a change of policy or as setting a precedent.

Conformance with Technical Provisions - All utility system installations and extensions must be constructed in conformance with the latest revision of the *Technical Provisions* and Standard Detail Drawings in effect at the time plans were approved by the City. If over six months has elapsed since the plans were approved by the City, all installations must conform to the revision of the *Technical Provisions* and Standard Detail Drawings in effect as of the date of the pre-construction conference. The materials and installation as described in the *Technical Provisions* and Standard Detail Drawings take precedence over the engineer's plans unless approved in writing by the Engineering Division. The *Technical Provisions*, Standard Detail Drawings, and a schedule of rates, fees, and charges are available at the Engineering Division located at 351 Shearer Boulevard, Cocoa, Florida.

The constructed facilities are subject to inspections by City representatives for compliance with the City's *Technical Provisions*, Standard Detail Drawings, plans, and specifications. Ample notice and opportunity for inspection of new facilities, pipe, fittings, connections, and thrust blocks must be provided by the contractor. All required testing must be performed by the contractor in the presence of a City representative.

B. Utility Extension Policy & Procedure

Utility Extension Policy - The City will accept for operation and maintenance utility extensions constructed for the purpose of providing service to areas within the franchise boundaries of the City's utilities systems. Utility extensions include water distribution systems, firelines, waste water collection systems, and reclaimed water distribution systems. The City is not obligated to accept any extension or render service until the requirements contained in this section have been met.

The City does not allow City owned and maintained utilities to be installed on private commercial properties with the exception of water meters, fire line detector check valves, and sewer force main check valves.

A Utility contractor is required for all main extensions and the main extension up to the point of service for the fire line system. A fire line contractor is required for the installation from the point of service for the fire line system and the Double Check Detector Assembly (DCDA).

Utility Extension Procedure - Prior to any utility extension in the City's service area, the City must review the plans. A Plan Review Charge is collected in accordance with the Schedule of Rates, Fees, and Charges (Schedules A & B). A check made payable to the City of Cocoa must be submitted with the plans for review.

Initial Submittal - The City will perform a preliminary review of plans. Send one set of plans that have been prepared, signed, and sealed by an engineer registered in accordance with Florida Statutes to the Engineering Supervisor. The set must include water and or waste water and or reclaimed plans showing the location of the mains, distance off proposed pavement, size and type of mains, size and type of services, fire hydrant with hydrant tees, gate valve locations, restrained pipe lengths, proposed length of pipe, locations of other utilities; manholes, laterals, slope, water and sewer calculations, fire flow calculations, per the Florida Fire Prevention Code, Hydraulic Analysis Report, *Technical Provisions;* and Standard Detail Drawings.

The City will send a letter to the engineer of record requesting revisions to the plans, if necessary, or advising that the plans are acceptable and instructing the engineer of record to submit the (revised) plans for final review.

Final Submittal – Send three sets of plans and FDEP permit applications that have been prepared, signed (all with original signature), and sealed by an engineer registered in accordance with Florida Statutes to the Engineering Supervisor.

If the mains will be installed within Florida Department of Transportation (FDOT) right-of-way, a FDOT permit application must also be submitted. FDOT permit application requirement can be obtained from the Engineering Division.

The City will review the final set of plans and, once acceptable, the Engineering Division will approve the plans. The final set of plans and the permit applications will be sent to the Utilities Director for approval. Upon approval the Engineering Secretary will advise the engineer of record to pick up the approved plans and submit them to FDEP.

FDEP Permit – FDEP requires that the City's Technical Provisions and Standard Detail Drawings are included with the plans. The engineer of record is responsible for submitting the approved set of plans and permit application to FDEP.

FDOT Permit - FDOT requires a permit for work within FDOT right-of-way that requires open cutting or crossing of pavement or sidewalks. The permit application is prepared by the engineer of record and submitted to the Engineering Division. The owner/developer shall sign the City's Construction Agreement and the owner/developer shall have the City's Hold Harmless and Indemnification Agreement signed by all contractors and subcontractors that will provide preparation, installation, and clean-up of the utility work within the FDOT right-of-way. The agreements must be approved by the City Manager. Then the permit application will be signed by the Utilities Director or designee and forwarded to FDOT.

Requirement Letter – The City will send a requirement letter to the engineer of record once the City has received the FDEP permit. The requirement letter outlines all the items necessary for acceptance of the utility extension and lists the fees and charges due including impact fees, meter charges, and backflow prevention assembly charge.

Payment of Charges – Prior to preconstruction for the new utility system, payment of the following charges is required: Jumper Meter Installation Charge, all Painting Charges, and Fire Protection Service Charge.

Connection Charges must be paid with the meter installation charge.

The Meter Installation Charge can be paid before or after utility system acceptance. However, the meter will not be installed until the utility system has been accepted for service by the Utilities Department. The customer should allow two weeks after the utility system is accepted for meter installation.

Preconstruction Meeting – A preconstruction meeting is required prior to installation of a utility extension. The utility contractor and his/her field Superintendent is required to attend this meeting and provide proof of registration as a State-certified underground utility contractor. The meeting is held in the Utilities Administration Building at 351 Shearer Blvd., Cocoa. The utility contractor is responsible for arranging the meeting time with the Inspection Supervisor. It is recommended that the engineer of record and the project owner attend this meeting. The preconstruction meeting will cover the schedule for payment of fees and charges, materials and installation, the contractor's installation schedule, inspection, testing, and acceptance of the utility system.

Material Inspection – An inspection of all material is required before it is installed. The utility contractor is responsible for scheduling this inspection with an Engineering Inspector.

Wet Taps – All wet taps will be performed by a private tapping contractor that must be on the City's list of approved tapping contractors.

Open Ditch Inspection – After the utility extension has been installed, an open ditch inspection is required prior to backfilling the trench. The utility contractor is responsible for scheduling this inspection with an Engineering Inspector. The Inspector will check pipe installation and conformance with plans and specifications.

Pressure Test and Chlorination – After the utility extension has been installed and backfilled, all mains shall be swabbed. Foam swabs shall be flushed through the new mains. The swabbing shall be done by the contractor under the direct supervision of the Engineering Inspector . After swabbing, a pressure test is required. The water system is tested at 150 psi for two hours to test for leakage and structural soundness. The first hour is to be witnessed by the utility contractor; the last hour is to be witnessed by the City's Engineering Inspector and the utility contractor. The utility contractor is responsible for scheduling this test with an Engineering Inspector.

After the pressure test is successfully completed, the water line and appurtenances must be chlorinated. Disinfection will conform to the applicable provisions of American Water Works Association Specification C-651. The chlorine solution must remain in the pipe for at least 24 hours before flushing. No flushing is allowed between bacteriological sampling. All Chlorinated water is required to be de-chlorinated prior to discharge.

Bacteriological Testing – A bacteriological test will be performed by a private laboratory in accordance with the City's Bacteriological Testing Procedures by Private Laboratories.

FDEP Clearance – Clearance from FDEP is required before the temporary jumper can be removed. The engineer of record shall submit to the City a completed FDEP form "Certification of Construction Completion and Request for a Letter of Clearance to Place a Public Drinking Water Facility into Service" (Clearance Form) and, if a general permit was obtained from FDEP, as-built drawings that have been signed (original signature) and sealed by the engineer of record.

The City will attach a copy of the FDEP permit, pressure test sketch showing the sample points, bacteriological test results, and a copy of the as-built drawings, if required, to the Clearance Form. The Clearance Form is then approved by the Utilities Director and mailed to FDEP. Submittal of the Clearance Form by the engineer of record to the City is time sensitive since the bacteriological test results cannot be older than 60 days by the time they are received by FDEP.

Final Inspection – After all tests of the utility extension have been successfully completed, a final inspection must be scheduled. The final inspection consists of checking for items such as; concrete valve pads, blue reflectors at the fire hydrants, meter boxes installed to grade, curb stops properly installed in the meter boxes, service line locations marked on the curb, all valves are open, and proper paint used on items that require painting. The utility

contractor is responsible for scheduling this inspection with an Engineering Inspector. It is recommended but not required that the utility contractor be present for the final inspection. The City will send a letter to the utility contractor if any discrepancies are found.

Acceptance of Utility Extension – After the utility extension has been properly installed and successfully tested in accordance with the Utility Extension Policy, and after all required documents described below have been received by the City, the City will send a letter of acceptance to the owner.

As-Built Drawings – The City requires three sets of as-built drawings ("as-builts") signed (all with original signature) and sealed. The as-builts can be certified by a Florida-registered surveyor or the engineer of record as to the accuracy of the information supplied. The engineer of record must certify that the utility extension has been installed in accordance with the approved plans and specifications. The information provided on the as-built drawings must conform to the City's latest *Technical Provisions* and Standard Detail Drawings.

Bill of Sale; Maintenance Bond/Security – The Bill of Sale conveys ownership of the utility extension to the City so the City can operate and maintain the system. The City's Bill of Sale form must be completed by the owner of the project and submitted to the City. In addition, the City reserves the right to require a maintenance bond or some other security covering the utility extension for a period of up to two (2) years depending on the specifications of a particular extension. The bond or other form of security must be in a form deemed acceptable to the City.

Easement – If the utility extension is installed on private property, a Water Line and Ingress/Egress Easement is required. The Water Line Easement is to be a 15-feet-wide surveyed easement centered over the utility extension. The Ingress/Egress Easement is usually for the entire property and allows the City to enter the property to operate and maintain the water line. The City's Easement form must be completed by the owner of the project and submitted to the City. The City sends the Easement to the Brevard County Clerk of Court for recording.

Non-Accepted Systems – The City is not obligated to repair or to provide field locations on any system that has not been accepted for operation and maintenance. No connections will be made to and no meters will be installed on any system until after the system is accepted and all applicable charges have been paid to the City.

Private Utility Systems – All utilities located on private commercial properties will be owned, operated, and maintained by the property owner. The City does not allow City owned and maintained utilities to be installed on private commercial properties with the exception of water meters, fire line detector check valves, and sewer force main check valves.

City inspectors have the right to inspect any portion of the private system for excessive leakage or non-approved connections. Any deficiencies noted must be corrected within ten days of written notice by the City.

C. Fire Protection System Requirements

The City provides water service for fire protection. On public, commercial, and multifamily residential fire protection systems, the City requires a double check detector assembly (DCDA), the size of which has been determined by a private fire protection system Engineer. The City is responsible for operating and maintaining its water system up to and including the DCDA piping leg and in-ground 90-degree or 45-degree fitting on the customer's side of the DCDA. The City has determined the point of service for the fire line system to be the gate valve installed at the fitting upstream of the DCDA. A fire line contractor is required for the installation of the DCDA.

The fire protection system design must include a safety factor of five psi. Materials for and installation of the DCDA shall be in accordance with Section 2.2 Utility Extension Policy & Procedure and the City's current *Technical Provisions* and Standard Detail Drawings.

The City charges a Fire Protection Service Charge in accordance with the Schedule of Fees, Rates, and Charges. The customer must pay the first year's Fire Protection Service Charge prior to the preconstruction meeting for the utility extension.

For new systems, the Contractor will test the DCDA and provide the backflow certification to the City's Engineering Division. If the test fails, the customer's contractor must have the DCDA repaired by a licensed backflow technician and re-test the DCDA.

The City charges a Fire Line Painting Charge in accordance with Schedule of Fees, Rates, and Charges. The customer must pay the Fire Line Painting Charge prior to the preconstruction meeting for the utility extension. After acceptance, the City will paint the fire line.

For existing fire protection systems, the Water Field Operations is responsible for operating, maintaining, repairs, and testing of the existing DCDA. Customers requiring repair, maintenance, operation, or testing of the existing DCDA shall contact Water Field Operations located at 351 Shearer Boulevard, Cocoa, Florida.

Private fire line contractors are prohibited from operating, maintaining, repairing, and testing DCDA owned, operated, and maintained by the City of Cocoa except as authorized by Water Field Operations. The City will not be responsible for any cost incurred by the customer for unauthorized work on the DCDA.

Section 3 – Rights and Responsibilities

A. Right of Way and Access

As a condition of service, the account holder grants to the Utilities Department all rights and privileges necessary for the rendering of service. Utilities Department employees and contracted representatives must have access at all times to the City's facilities located on the customer's premises. Access is limited to the installation, operation, maintenance, inspection, and/or removal of utility appurtenances. Failure to provide access to Utilities Department personnel is grounds for involuntary discontinuance of service. Any advance notice to the customer or occupant of work performed on the customer's premise will be at the discretion of the City. The Utilities Department is not liable for trespass during performance of these activities. Vehicles or large movable objects that block access to the utilities right-of way may be towed at the customer's expense.

B. Relocation or Adjustment of Utilities

Standard residential 3/4" and 1" meter relocations or adjustments with no concrete or asphalt open cuts, no site restoration work, and less than ten feet in length will be performed by the City at a cost as provided in the Schedule of Fees, Rates & Charges.

Residential 3/4" and 1" meter relocation or adjustments that require a permit, concrete or asphalt open cuts, site restoration work, or are longer than ten feet will require a cost summary estimate from the Engineering Division and the account holder will be required to pay that cost prior to the work being performed by the City.

The City will not relocate or adjust a 3/4" and 1" residential meters within subdivisions currently being developed or within one year of acceptance by the City. The owner must contact the developer who shall have its utility contractor relocate the meter under the direct supervision of the Utilities Department.

When relocation or adjustment of the City's facilities is necessary for a multifamily or commercial building due to a change in the customer's operation or construction or due to a request, such relocation or adjustment will be designed by an engineer and constructed by a utility contractor provided by and paid for by the customer.

In the event that relocation of a customer's point of service is required by the City, a new on-site service line may be installed by a licensed plumber at no cost to the customer. The customer will provide the necessary access to the property for such and installation and will assume responsibility for same upon relocation.

The relocation work or connection of the customer's facilities will be warrantied for any defects in the construction for a period of one year. The City; however, will not be responsible for cost associated with damage caused by natural disasters, breaks, acts of God, misuse of the facilities, or any other cause beyond the control of the Utilities Department.

C. Limits of Liability & Continuity of Service

The Utilities Department will use reasonable diligence to provide dependable service but **DOES NOT GUARANTEE** continuous and uninterrupted service.

The City is not liable for want of supply or for any occurrence, act, omission caused directly or indirectly by mechanical failure of equipment and/or facilities; repairs; or adjustments to its system; riots, strikes, civil unrest, insurrections; accident; litigation; interference by Federal, State, or municipal governments; act of God; acts of the public enemy; or any other cause beyond the control of the Utilities Department. The City reserves to itself full discretion in reducing the amount of water available, in servicing some customers to the exclusion of others, or, if necessary, in discontinuing water, reclaimed water, or waste water services.

All reasonable efforts are made to assure continuity of services to customers. Although the City uses its good faith effort to see that utilities are delivered safely, the City is not responsible for any damage caused by interruption of utility services. The customer understands that instances may occur where service is interrupted beyond the control of the City and that no compensation will be rendered for such loss of service.

D. Account Holder Responsibility for Piping and Leakage

The account holder shall be defined as the person contracting service until or unless the contracted service is voluntarily or involuntarily discontinued. In the absence of any active contract for service, the property owner shall be the account holder. See section *Revert to Property Owner* for details.

The City is only responsible for correcting leaks on the main water system and up to and including the water meter.

The City is not responsible or liable for the account holder's utility system beyond the following points of service:

- Water: the meter and/or backflow prevention assembly
- Reclaimed Water: the meter and/or curb stop
- Waste water: the City's sewer cleanout or the property line
- Fire Protection/Suppression Systems: the meter, backflow prevention assembly, and the bottom fitting in the ground downstream of the double detector check valve.

The City does not assume any responsibility for, or liability arising because of, the condition of water and/or sewer piping, plumbing or any apparatus on the premises of the account holder and/or property owner. Water pulled across any of the points of service listed above immediately becomes metered water. Metered water that is knowingly or unknowingly either used, lost, leaked, or stolen is considered consumption and is the property and responsibility of the account holder.

The City does not assume any responsibility for, or liability arising because of, any loss or damage to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of metered water on the account holder's premises.

The account holder is responsible for leakage in the piping on his/her property on his/her side of the water meter at the point of connection to the meter and/or backflow prevention assembly, if applicable, and will be charged for water and/or sewer based on water use as indicated on the meter.

The account holder is responsible for monitoring and safeguarding any intentional or unintentional consumption of water, regardless of any conditions or circumstances known or unknown to the account holder and/or property owner, that may contribute to water loss, leak, or theft of water.

The City is not responsible for investigating, informing, or prosecuting due to water leaks, loss, or thefts on the customer's side of the water meter. As a courtesy the City makes a reasonable effort to inform the customer of excessive or active water usage, if noticed, during routine meter reads or maintenance. It is the customers responsibility to regularly monitor their water meter usage/flow rate indicator for symptoms of water loss.

When a customer requests the water meter to be turned on it is the responsibility of the customer to make sure all valves, faucets, hoses, and any other appliances that demand water are turned off prior to the City representative turning the meter on. If the City representative notices the meter flow rate indicates active water use when turning on the water meter, the meter will be immediately turned back off and a reasonable attempt to leave a notice that the meter was turned off will be made. In the event the City does not detect any active water flow, the City is not responsible for any water loss or damage.

For details regarding system operations for the City of Cocoa, please refer to the City of Cocoa Utility Service Policies and Procedures Handbook, the City of Cocoa Utilities Technical Provisions and Standard Details and/or City of Cocoa Code of Ordinances.

Section 4 – Requirements and Regulations

A. Potable Water Service Policy

Properties within the City's franchise area are eligible for connection to the potable water system on a first-come first-served capacity-available basis. As deemed necessary by the Utilities Director, some projects may require off-site improvements or hydraulic studies to assess the impact of the proposed service on existing customers. All costs for studies or off-site improvements will be paid by the customer.

B. Resale of Water

Water service obtained from the City is to be used by the customer only, for the purpose specified in the application for service, and cannot be resold. Water service is furnished directly to the customer through the City's individual meter. It is for the customer's sole use and is not to be re-metered by the customer for the purpose of selling water service at a profit to lessees, tenants or others. Re-metering for the purpose of equitable distribution of water and sewer service costs is allowed so long as the charges reflect the amount charged by the City.

C. Sub-serving by Customer

The customer will not build or extend water lines across or under a street, alley, lane, court, avenue, across property lines or in any other way in order to furnish service through one meter to more than one property. Serving more than one property is not allowed even though such adjacent property is owned by the customer. An exception to this policy may be requested in writing from the Utilities Director. Written consent for the exception will be given only when such adjacent properties are operated as one integral unit under the same name for carrying on parts of the same business. When and if such consent is given, the customer must obtain any necessary State, county, or municipal permits. All construction must be in accordance with applicable codes, installed by duly licensed professionals, and subject to applicable inspection procedures. Service is furnished only to the property immediately adjacent to the meter. If the customer subdivides a property that has a single water service (meter), the existing water service will be used to serve the property immediately adjacent to the meter. The remaining subdivided properties must be provided with individual service lines and meters at the owner's expense. A water main extension may be required in order to provide service to the customer's subdivided property. If a main extension is required in order to provide service to a property, refer to section *Utility Extension Policy & Procedure*.

D. Customer Facility Requirements

All on-site service lines and plumbing are to be installed in accordance with these requirements and regulations and in compliance with the latest guidelines of local codes and inspection authorities. All installations must be inspected and approved by an authorized inspector as required by law. The Utilities Department may deny service to any new or altered installation or it may disconnect service to any existing installation that, in the opinion of the Utilities Department, constitutes a hazard to the public, to other customers, or to its employees.

E. Backflow Prevention and Cross-Connection Control

Backflow prevention assemblies are to be installed to provide protection to the water system and to comply with local and State regulatory authorities and the City's Cross-Connection Control and Backflow Prevention Program.

The potable water supply must be protected from the possibility of contamination. Non-potable sources of water or harmful substances must be prevented from entering the potable water system. The Utilities Department promotes the avoidance, prevention, and elimination of cross-connections. It provides for a continuing program of cross-connection education, prevention, detection, and control. This program is intended to prevent water that has passed from the public distribution system into the private plumbing and fire protection systems from re-entering the public system. The City charges an annual Cross Connection Control Program Administration Charge, in accordance with the Schedule of Rates, Fees, and Charges, to administer this ongoing program required by federal and state regulations.

The most current edition of the following codes, rules, and standards are adopted as a part of Cocoa's Cross-Connection Control Program:

- Florida Administrative Code (FAC) 62-550.200(22) defining cross-connections; FAC 62-555.360 prohibiting cross-connections and providing a routine Utilities Department program for the detection and prevention of cross-connections; FAC 62-610 establishing rules for reclaimed water systems serving potable water customers.
- Florida Building Code Plumbing Volume, Section 608.8, requiring identification of potable and non-potable water distribution systems either by color marking or metal tags.
- American Water Works Association (AWWA) manual M14 providing recommendations for organizational background for a cross-connection control program.
- The Foundation for Cross-Connection Control and Hydraulic Research (University of Southern California) manual *Cross Connection Control* for the approval of backflow prevention assemblies.
- The Code of Ordinances of the City of Cocoa, Chapter 22, setting forth rules for alternative water service and providing for discontinuance of water service to properties not in compliance with the rules.

The Water Field Operations Division is responsible for the education and training of personnel for the testing, installation, and maintenance of all backflow prevention assemblies (including fireline backflow devices). This division records material and equipment installation and inspection data. Surveys are performed at the premises of existing and new customers to detect actual or potential cross-connections.

The customer is liable for the initial installation cost of a backflow prevention assembly, which cost must be paid in advance of installation.

The City maintains backflow prevention assemblies that meet the City's requirements and charges an annual Backflow Assembly Testing & Maintenance Charge in accordance with Exhibit A Rates, Fees, and Charges.

F. Curb Stops

The City is responsible for the use and maintenance of the water service lines up to and including the backflow prevention assembly. The curb stop is a mechanism used by the City to regulate the flow of water to the meter and is City property. It is the City’s option to grant permission to the customer to turn the curb stop on or off for emergency repairs or after-hour turn-on when water is running. The curb stop is not designed to be used as a faucet and frequent use may damage the device. A damaged curb stop will be repaired or replaced at the discretion of the City. The customer may be charged the actual cost of repair or replacement at the discretion of the City.

It is recommended that a customer have a shut off valve installed downstream of the meter and backflow preventer, at the customer’s expense. A house valve is also recommended. A house valve is an in-line connection and handle on the water service line from the meter to the house. It is usually located on the exterior of the house near an outside faucet or hose bib but can be located internally near a water heater or clothes washer hookup. By turning the handle, the customer can shut off the water supply to the house in an emergency or to make repairs.

G. Individual Meters

Individual meters are required for all new residential service connections with the following exceptions:

- High-rise (three stories or greater) condominiums
- Short-term rental units and travel trailer parks
- Special cases as approved in writing by the Utilities Director

H. Sizing of Meters

Water meters will be sized according to the guidelines stated in the American Water Works Association manual M22, Sizing Water Lines and Meters. The engineer of record shall complete the calculation for sizing the meter. The engineer shall provide the calculations to the Utilities Department for approval. If deemed necessary by the Utilities Department, the owner shall provide to the Utilities Department access to the property to evaluate the water usage requirements. The minimum size meter, as calculated, will be installed. No over-sizing of meters will be permitted.

I. Upsizing of Water Meters

If requested by a commercial or multifamily residential customer and justified according to section *Sizing of Meters*, the customer may replace an existing meter with a larger meter. All calculations must be completed by a licensed engineer or architect. The calculations for upsizing must be submitted to the Engineering Division for review and approval. Installation of upsized service piping shall be in accordance with Section *Relocation or Adjustment of Utilities*. The customer shall be required to bring the service up to current standard requirements at the customer's expense. Current standard requirements may include, but are not limited to, installation of a backflow prevention assembly and conversion of below-ground to above-ground installation in accordance with the *Technical Provisions*. Meters will not be upsized for billing purposes. Additional fees and charges may apply.

J. Separation of Meters

A commercial or multifamily residential customer who desires to install individual 3/4" meters in lieu of an existing master meter 1" or larger may be allowed to do so in accordance with section *Relocation or Adjustment of Utilities*.

A commercial or multifamily customer who desires to install meters for the purpose of establishing a separate billing of non-irrigation flows may do so as long as the flows do not enter the waste water collection system. Installation of the service shall be in accordance with section *Relocation or Adjustment of Utilities*. In either case, the customer is responsible for reconnection of individual plumbing to the new meters. Payment of impact fees will not be required unless the use of the property has changed and will result in increased water demands. Other charges may apply.

K. Temporary Irrigation Meters

At the sole discretion of the Utilities Director, temporary irrigation meters may be installed and utilized. The temporary irrigation meters may be in the form of temporary construction meters as described in this Handbook. Each temporary irrigation meter request will be evaluated on a case-by-case basis and each approval of temp meter shall include a specified time period. Permanent irrigation meters will not be permitted.

L. Temporary Construction Meters

Temporary construction meters are subject to the following requirements:

- Temporary construction meters will have a specified time period of 90 days. Extensions of time maybe granted if requested in writing with proper justification.
- Temporary construction meters will be located, at the discretion of the Utilities Department, on the nearest acceptable fire hydrant or 2" blow-off and secured by a chain and lock.
- Temporary construction meters will be installed for construction purposes only. Meters permanently mounted on spray trucks for tank filling purposes are exempt from these restrictions. Meters mounted on water trucks are subject to these restrictions.
- Temporary construction meters will not be utilized for irrigation purposes or for domestic supply purposes.
- Temporary construction meters will be removed or relocated only by Utilities Department personnel.
- Repairs necessitated by abuse of a temporary construction meter will be charged against the customer's deposit.

M. Temporary Jumper Meters

A temporary jumper meter shall be installed at a tie-in valve of all new water main extensions. All swabbing, flushing, and testing operations will be accomplished through the jumper meter. The jumper meter is to be used only for the swabbing, flushing, and testing of the new water main extension. It shall not be used as a construction meter for the project. If any utility contractor or subcontractor connects to the new system, whether it has a jumper meter or not, the connection will be disconnected and the utility contractor will be billed for an illegal connection. This may lead to a delay in the acceptance of the water system for service, thereby delaying the permanent meter installation.

The jumper meter installation shall be in accordance with the City's Standard Detail Drawings. It shall consist of 2" galvanized pipe and fittings, a 3" meter supplied by the City (paid for by the developer or contractor), and a 2" double check valve supplied by the contractor. The contractor shall install the jumper meter assembly. All tie-in valves shall be locked by the contractor with the chains and locks supplied by the City. After installation of the jumper meter

assembly, the contractor shall have the 2" backflow prevention assembly tested by a State-licensed backflow testing company to assure that it is functioning properly. A copy of the testing report must be supplied to the City.

Section 5 – Establishing Service

A. New Connection to the Water/Sewer Distribution Systems

Properties within the City's franchise area are eligible for connection to the potable water system on a first-come first-served capacity-availability basis. The City of Cocoa Engineering Department plans, designs, and obtains permits for the drinking water transmission and distribution, waste water collection, and reclaimed water distribution systems. As deemed necessary by the Utilities Director, some projects may require off-site improvements or hydraulic studies to assess the impact of the proposed service on existing customers. All costs for studies or off-site improvements will be paid by the customer. The general requirements are described in the City's Technical Provisions and Standards Details.

A new customer connecting to water and/or sewer system (new construction) may apply for the desired service obtaining a cost summary from the Engineering Department. Once the cost quote is available, the customer shall pay for the new connection by contacting the Customer Service Division. Upon payment, work orders are entered for Engineering to install the new connection.

B. New Connection to the Reclaimed Water Distribution System

Any utility account holder within the City of Cocoa limits and in good standing may request the City to install and operate a City approved irrigation/reclaimed water meter at any property owned by such account holder, provided that the City has reclaim mains available to serve the account.

Prior to the installation of a new in-ground irrigation system to be connected to the City's reclaimed water system, or connection of an existing system to the City's system, the account holder shall request the City to install and operate a city-approved reclaimed water meter. The account holder is responsible for connecting their system to the account holder side of the meter and for allowing inspection of all connections by City staff prior to the turn on of the meter. All irrigation/reclaimed water meters, meter boxes, pipes and other equipment furnished or used by the City in installing any such irrigation meter shall be and remain the property of the City. Prior to installation of any such reclaimed water meter, the account holder shall pay to the City all charges as specified in the Schedule of Rates, Fees, and Charges (A&B) established and modified periodically by the City Council.

A new customer connecting to the reclaimed water system may apply for the desired service, if available, as outlined in the Reclaimed Water Application and through contacting the Water Reclamation Facility at 321-433-8749.

C. Contracting Utility Service to Existing Connections

Anyone may apply for water and/or sewer service to a property within the appropriate service area provided they are the owner, owner's agent, or a prospective tenant of the property to be served.

The Customer Service Division (hereafter referred to as City) must treat all applicants in an equal and non-discriminatory manner, without regard to race, sex, age, ethnicity, national origin, disability, mental illness or ability, sexual orientation, gender, gender identity/expression, sex characteristics, religious, creed, political opinions, or marital status.

A new Application for Utility Services must be submitted for every water/sewer connection, including transferring service to a new location, regardless of prior connections to an existing address or account holder history PRIOR to receiving utility service. A Service Initiation Fee, in accordance with the current schedule of rates, fees, and charges, will be due for the processing of any new application. See section *Connection & Installation Fees & Charges* for details.

D. Utility Application Processing

Persons wishing to establish water/sewer service will be required to complete an Application for Utility Services. If not applying in person, the Application for Utility Services form must be notarized. **All** persons requesting utility services must provide the following information:

- Full name
- Mailing Address
- Service Address
- Home, Cell & Work Phone Numbers
- Email Address (if available)
- One valid form of government issued identification with photo – Valid driver's license, passport, alien registration card, or state issued photo ID
- A second form of identification such as anything that has the applicant's name embossed and/or printed on it, excluding debit/credit cards, such as social security card, insurance card, voter's registration, passport, vehicle registration, etc.
- Names of adult persons living in household (if applicable)

Property Owner as Account Holder:

- Proof of Property Ownership if different than Brevard County Property Appraiser's website.
- If property owner is unavailable, provide a copy of the Power of Attorney.

Non-Property Owner as Account Holder:

- Notarized, Valid Rental Agreement between the prospective tenant and property owner. The property owner's signature must be notarized; however, if prospective tenant and property owner both appear in person and provide government photo identification, neither signature needs to be notarized.
- If an agreement is not available or has expired, a notarized Letter of Authorization Service found in the appendix and completed by the property owner or authorized agent.
    - If authorized agent is submitting the application, provide Power of Attorney, Property Management Agreement, etc.
- If property owner is deceased please provide death certificate and documentation verifying survivorship (i.e. Last Will and Testament, Trust, Probate, etc.).

Property owners shall provide a closing statement or deed to verify ownership. Property owners may have utilities connected at more than one location as long as all accounts remain current. Any property owner's prior debt for utility services at any location and/or a property owner's outstanding account balance at the service location applied for, may prevent a property owner, their agent, and/or a tenant from establishing new service until account(s) are paid in full. See section *Prior Utility Debts* for details.

Non-Property Owners shall provide the City with a notarized copy of a valid lease/rental, or a copy of a valid lease/rental agreement that contains an electronic signature with certificate of authenticity, or a notarized Letter of Authorization and may be limited to one service location at any given time. The non-property owner's utility account will be set up in the name or names specified in the lease/rental/occupancy agreement. A property management agreement shall be required for agents acting on behalf of the property owner. In the event that any person named in the lease has an outstanding utility debt with the City, that debt shall be paid in full prior to service connection. See section *Prior Utility Debt* for details. If any notarized lease/rental/Letter of Authorization for occupancy agreement and/or property management agreement cannot be provided, an Application for Utility Services may be denied.

Master Metered Multi-Unit Residential and Commercial Properties collectively serviced by a single master meter shall have the account held in the name of the property owner.

Private fire protection "fireline" systems shall have the account held in the name of the property owner and shall remain active at all times.

E. Time and Place of Application

Persons requesting utility services at existing connections can complete an Application for Utility Services and submit all required documentation to City Hall in person between 8:00 a.m. and 4:30 p.m. Monday through Friday, by mail (65 Stone St. Cocoa, FL 32922), e-mail (customerservice@cocoafl.org), online

(https://www.cocoafl.org/FormCenter/Customer-Service-8/New-Account-Request-for-Service-58) https://www.cocoafl.org/DocumentCenter/View/12345/Request-for-Service-Application-ADA-Fillable, or via facsimile (321-433-8408). However, in the event service is requested electronically and in order to verify identity, the Application for Utility Services must be notarized, and legible copies of a valid government issued identification document (driver's license, passport, state identification card, military identification card, etc.) must be submitted. If the copies are illegible or the application is not notarized, the paperwork shall be returned to the applicant, delaying the connection process. If applications and subsequent documentation are sent electronically by e-mail or fax or by mail, it is the responsibility of the customer to follow-up and ensure Customer Service has received the documents.

No service will be connected until all application procedures have been completed and any fees/balances, if applicable, are paid in full. Completed applications submitted the day of requested service may be processed; however, utility services may not be performed until the following business day as same day service is not guaranteed. If same day service is available, the applicant shall pay a Service Initiation Fee (same day) to secure same-day service. Otherwise the applicant will pay the Service Initiation Fee (next business day) and receive next available day service. If same day service is available, the completed application must be received by Customer Service by 2pm. See *Service Initiation Fee* for details. The City will strive to meet each customer's needs for connection of service. Normal connection will be made in a timely manner during regular business hours. The City reserves the right to inspect the meter prior to connection to determine if utility service can be received at the premise in a safe manner.

F. Application of Deposit and Exemption Criteria

The City requires water and sewer deposits for any applicant wishing to establish service at any location, except as specified below, and shall be billed on the account holder's first bill. Any applicant with prior debt, has been involuntarily discontinued from service, has filed bankruptcy in the past 12 months, applies for a temporary connection, or has had their meter removed shall pay the deposit prior to the connection or re-connection of service.

Residential accounts contracted by the property owner shall be exempt from deposit if the contracting owner meets the following criteria:

- Has been or is in the Military and can provide a copy of their Military ID card or a DD 214 form; or,
- Has been an account holder of any utility in the United States within 120 days of application for service and can provide a letter of reference from the utility showing that he/she has no outstanding debt; or,
- Is transferring service from an existing account with good credit to a new property owned by the applicant within the City's distribution network; or,
- Applicant poses little to no delinquency risk upon successful completion of credit screening; or,
- Completes an Automatic Debit (ACH) Agreement and maintains successful, automatic bank draft for 12 consecutive months.

Residential accounts contracted by the non-property owner shall be exempt from deposit if the contracting account holder meets the following criteria:

- Applicant poses little to no delinquency risk upon successful completion of credit screening; or,
- Completes an Automatic Debit (ACH) Agreement and maintains successful and continuous, automatic bank draft for the life of the account.

Residential accounts shall have their deposits refunded to the account after twelve (12) consecutive months of good credit. Good credit is defined as not having been disconnected for non-payment, or not having had two or more returned payments, or not having any account be sent thorough debt collection (i.e. collections, lien, etc.). A customer having multiple active accounts will be subject to deposits billed on all of the accounts if good credit is not maintained on any one of the accounts or combination of accounts (as in the case of two returned payments).

Commercial account and multi-unit residential dwelling account deposits will remain on the account until services are requested for disconnection and/or involuntarily terminated by the City.

Governmental accounts shall be exempt from deposit.

See section *Deposits* for details.

G. Service to Commercial Accounts

Non-residential accounts established for service will require a signature by a duly authorized representative of a business entity. For a business not operated by a recognized legal entity, the account will be listed in the name of a responsible person (owner, manager, etc.). That person accepts the personal responsibility for payment of the account and must notify the City of any changes in ownership. For a business operated by a recognized legal entity, the account will be listed in the name of a responsible person "DBA" (doing business as) the name of the company. Commercial property applicants require the same information as residential property applicants and are subject to all utility policies and procedures as described in this document.

H. Service to Locations with Multiple Collections/Write-Offs

A collection/write-off on a utility account is when a utility account holder is indebted to the City after all deposits and payments are applied during the finalization process. The legal property owner may be required to be the contracting utility account holder when any location has three (3) or more collection/write-off accounts, in the name of any person, connected to the property and/or the sum of all of the collection/write-off accounts is greater than or equal to $2,000, while the property is owned by the same owner,. The account will stay in the legal property owner's name until the property is sold or the collection/write-off accounts associated with the property are all paid in full. An exception may be made to allow the prospective tenant contract service only if the applicant poses little to no delinquency risk upon successful completion of credit screening. Credit screening fee, service initiation fee and deposits shall be paid in advance of connection.

I. Service for Temporary Connections and Disconnections

Prospective buyers can request a temporary connection for inspection of the home during the closing process. Inspection connections are temporary and shall not extend beyond 10 business days. If the prospective buyer closes on the property and wishes to keep the connection permanent, the buyer must contact Customer Service to transition the account to permanent status. Inspection connections may not be authorized if any prior debt exists. Water deposits and any administrative fees shall be paid in advance prior to the connection.

J. Prior Utility Debts

Any prior debt and outstanding account balances must be paid in full before service can be connected.

The City shall refuse to furnish new service to:

- any applicant or any member of the household who is indebted to the City of Cocoa for service previously furnished at any location connected to City infrastructure where they were the contracting party; or
- an applicant the City reasonably believes directly benefited from utility service provided to a former contracting occupant who is indebted to the City of Cocoa at the same service location applied for; or
- an applicant where the current property owner has an outstanding account balance at the same service location applied for; or,
- an applicant where the current property owner has a prior debt at any location connected to the City infrastructure that is owned by the same property owner; or
- an applicant where the service location applied for has a lien on the property; or
- a non-property owner applicant where the service location applied for has either three (3) or more collection/write-off accounts (while owned by the same person), or the sum of all of the collection/write-off accounts at the service location (while owned by the same person) is greater than or equal to $2,000. An exception may be made to allow the prospective tenant contract service only if the applicant poses little to no delinquency risk upon successful completion of credit screening. Credit screening fee, service initiation fee and deposits shall be paid in advance of connection.

In the instance that debt to the City is not discovered prior to approval of application, the previous balance will be transferred to the account holder's current account where it will become part of the balance due for services. Account holders will be expected to pay the previous balance in full along with their subsequent monthly bill in order to avoid having services interrupted for nonpayment. If the previous balance is of significant amount, an account holder may apply for extension or payment plan in accordance with this policy. Failure of staff to discover a previously owed debt does not relinquish the debt owed to the City by the delinquent account holder.

K. Reasons for Denial of Service

Applications for utility service may be denied for any one of the following reasons:

- An incomplete Application for Utility Services.
- Valid, legible support documentation such as a notarized lease/rental/letter of authorization, property deed, etc. is in question or cannot be provided.
- Questionable Identification – inability to provide legible, verifiable or valid identification
- A prior debt for an applicant or service location exists see section *Prior Utility Debts* for details.
- An applicant with prior debt has not paid the required deposit see section *Deposits* for details.

L. Privacy

Our application/agreement requests that the potential account holder voluntarily provide their social security number. We request this number to verify identify, protect sensitive account information, and collect delinquent balances. There is no statutory or other authority requiring any account holder to provide a social security number. However, if available, when account holder billing data is requested, the last four digits of the social security number or Tax ID Number may be used to verify identity prior to any information being given out by staff. In the absence of a social security number, Staff members may request other verifying information to protect account holders against fraud.

Account holder billing data is considered public information. Florida law allows certain persons to request that eligible personal information contained in the City's utility customer information system be exempt from public records disclosure. Please refer to Florida Statute section 119.071 or other applicable statute for scope of protection. Requests can be made by the account holder completing a Utility Customer Public Records Exemption Request and returning it to the Customer Service Division. The City will ensure that account holder information, including billing data, is adequately safeguarded against unauthorized use.

In accordance with the Telephone Consumer Protection Act (TCPA), the account holder agrees by contracting service, that the City of Cocoa may contact him/her as described in section *Utility Debt Collection*.

All incoming and outgoing calls to Customer Service may be recorded and/or monitored for quality assurance.

Delinquency Notices can be requested, by the property owner, to be sent to the property owner of any rental property.

Section 6 – Application of Rates, Fees, and Charges

A. Establishment of Rates, Fees, and Charges

Rates and fees for all utility services are established and adopted by the Cocoa City Council. The City Council reviews rates and fees each year during the budget process. The Council examines current and future needs (including adequate reserves) of the systems in order to establish rates that are adequate to meet these needs. Rates, fees, and charges are generally set in a fee schedule adopted with the annual budget; however, any fees, charges, or rates are subject to change throughout the fiscal year and upon City Council approval.

The City of Cocoa is also a contracted regional utility billing agent for services on behalf of several surrounding municipalities and sewer entities such as Brevard County, City of Cocoa Beach, City of Cape Canaveral, City of Rockledge, Colony Park, and Sun Lake. The rates and fees for these services are established and adopted by their respective municipality and/or the Public Service Commission and are subsequently provided to the City of Cocoa for billing on the regional utility bill. For more information on these services and their rates or fees please contact the respective service provider. See section *Regional Utility Billing* for more details.

B. Determination of Utility Rates

Utility rates for specific locations are based on a number of factors including residency, connection/meter size, number of establishments connected to a single service connection, etc. Water charges are billed according to the number of gallons metered, rounded to the nearest thousand, within a billing cycle. Sewer charges are based on the total number of gallons recorded on the water meter within a billing cycle and may include a cap. Both water and sewer charges include a monthly base fee for service availability and administration and commodity charges for actual consumption. See section *Calculating Consumption* for details.

Solid waste charges are based on the number and/or size of containers delivered to a location. All inside the City properties receiving utility services are required to have solid waste services and will be charged the solid waste fee, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule A & B) except where solid waste services are provided independently.

C. Discounts and Exemptions

Senior citizens (over 62), disabled citizens, and Military active duty or certain veterans may be eligible for a discount on residential City of Cocoa garbage service and/or exemption from City of Cocoa late fee penalties on residential accounts. Eligibility criteria can be found on the Residential Discount & Exemption Application in the appendix of this manual. Discounts on residential garbage cannot be stacked if the applicant meets more than one of the eligibility criteria. A completed application and any supporting documentation must be provided to the Customer Service Division for consideration of discount.

An account processed for delinquency two (2) or more times in twelve (12) consecutive months will forfeit any discount or exemption and will have to re-apply after twelve (12) consecutive months of good credit.

Discounts and exemptions will not transfer, follow, or be applied to any service established at a new location upon termination of service at existing location. The account holder must re-apply for the discount and/or exemption with each initiation of new service at any location.

Any customer with a metered cooling tower that is also served by the Cocoa Sewer system is eligible for a discount on sewer consumption for the amount of water metered by the cooling tower each month.

The City of Cocoa occasionally goes out for debt and the bond holders provide covenants that City must abide by as a condition of receiving the bond money. No free water will be provided for any reason as written in the master bond covenants. See also Florida Statute Chapter 153.83 for additional information.

D. Existing Franchise Agreements

To the extent that any water rate, fee, or charge adopted by resolution or ordinance of the Cocoa City Council is in conflict with a rate, fee, or charge set forth in an existing water franchise agreement between the City of Cocoa and

any other government entity, the rate, fee, or charge set forth in the conflicting franchise agreement shall apply to customers which are subject to said agreement.

E. Utility Connection & Installation Fees & Charges

Water Service Impact Fee **–** The water impact fee is charged per equivalent residential connection (ERC). If a single-family residence (SFR) has a physical connection to a live reclaimed water distribution system that serves the entire property at the time the impact fee is due for the property requiring service, the water impact fee is reduced per ERC.

The Engineering Division or designee may utilize the following methods to formulate an estimate:

1. Flow submitted on Brevard County's Concurrency Evaluation form or FDEP construction permit application as calculated and certified by a registered engineer or architect.
2. Flow calculated from data contained in Florida Administrative Code 64E-6.008, Table I "For System Design".
3. Metered flow data documented by the most recent 12-month flow history of four similar establishments.

South Mainland Connection Charge – Additional fee in conjunction to the water service impact fee for any connection located in 129A or 129B in the south mainland.

Sewer Service Impact Fee **–** The sewer impact fee is charged per equivalent residential connection (ERC).

Reclaimed Water Service Connection Fee **–** The reclaimed water impact fee is charged to connect to the reclaimed water distribution network.

Water Service Line Installation Charge – The charge for the installation of a service line.

Backflow Prevention Assembly Installation Charge – Reduced pressure and double-check valves are two common backflow prevention devices. Larger meters and other installations are estimated on a case-by-case basis. Impact fees and special connection charges for this category are in addition to all other applicable costs listed.

Spray Truck Meter Installation Charge – Any customer requiring the installation of a meter on a spray truck shall pay a non-refundable charge and a refundable deposit for installation of the meter. The account holder is responsible for providing the current reading to the Customer Service Division monthly for billing. The truck and meter must be made available at least once every six months, from the date of installation, for an actual reading by the Field Service Division.

Temporary Jumper Meter Installation Charge – All new water main extensions require a 3" temporary jumper meter for swabbing, flushing, and testing of the new water main. The developer or contractor shall pay a refundable deposit and a non-refundable installation/relocation fee each time to install or relocate the temporary jumper meter.

Temporary Construction Meter Installation Charge – Any customer requiring the installation of a 2" temporary meter for construction purposes on a fire hydrant or water truck shall pay a refundable deposit and a non-refundable installation/relocation charge each time to install or relocate the temporary construction meter.

Fire Hydrant Maintenance Charge **–** The City recovers the cost of flowing, turning, and painting (finish coat) each newly installed or relocated fire hydrant. The City will flow the hydrant to obtain the initial flow data, turn it to face the direction specified by the fire department of the jurisdiction in which it is installed, and apply the final coat of paint as described in the City's Technical Provisions document. This charge covers the City's labor, materials, and equipment.

F. Utility Field Service Fees & Charges

Plan Review and Construction Inspection Charge – Charges to review plans and inspect construction. Individual property owners building a single-family residence are exempt from this charge.

Hydrant Residual Flow Test Charge – The City charges a hydrant residual flow test charge for any customer requiring such a test. The City will flow the designated hydrant and will provide the customer with the flow and residual pressure information. This charge covers the City's labor, materials, and equipment.

Fire Line Painting Charge – The City charges a fire line painting charge to apply the finish coat for all newly installed and relocated fire lines. The City and/or its contractor will apply the final coat of paint as described in the Technical Provisions. This charge covers the City's labor, materials, and equipment.

Meter Station Painting Charge – The City charges a meter station painting charge to apply the finish coat for all newly installed and relocated meter stations. The City and/or its contractor will apply the final coat of paint as described in the Technical Provisions. This charge covers the City's labor, materials, and equipment.

Meter Installation/Replacement Charge – The charge for the installation of a new or replacement meter, upon customer request, on an existing service line.

Meter Relocation/Adjustment Charge – The charge for the standard relocation or adjustment of an existing meter. The meter must remain in the frontage of the property it was originally set with.

Meter Calibration Testing Charge – Any customer of the City's water service shall be charged to conduct an accuracy test on the account holder's meter. This fee must be paid in advance of the testing; however, if the meter is found to be functioning outside the established, weighted accuracy limits of 98.5% to 101.5%, either over registering or under registering consumption, the fee will be refunded to the account.

Service Call Fee **-** A service call fee shall be applied to the next bill for services requested by the customer and performed by City staff that is not deemed necessary by the City. Such services include, but are not limited to, re-reading of meters, locating a meter, checking a meter for a possible leak at the meter connection point, checking a meter for active flow-rate, low pressure, temporary meter turn-off, etc. In the event a customer requests a re-read of the meter and City staff determines the meter was initially misread, the account holder will be issued a corrected bill with the corrected reading and this service call fee will be waived. Under no circumstances shall the City reimburse account holders for reading their own meter, turning on or off their meter, etc.

After Hours Reconnection Fee: - After normal business hours reconnections are prohibited for any customer and they must be scheduled through the Utility Customer Service office during normal business hours. If a customer requests for services to be reconnected at any location outside of normal business hours through the emergency after-hours call center, an after-hours reconnection fee will be billed, in addition to any other fees that may apply.

Meter Access Fee **-** The account holder is responsible for keeping the meter box serving the property in a manner that is unobstructed by shrubs, grass, weeds, mulch, dirt, or other similar materials. Similarly, vehicles may not be parked over the meter box or fences may not be installed around the meter box preventing access. The meter box and meter must be accessible by the City of Cocoa at all times. If a failure to retrieve a reading or access the meter is due to the account holder (or their agent) a meter access fee may apply.

Meter Access Vehicle Tow Charge **-** The account holder is responsible for keeping the meter box serving the property in a manner that is unobstructed from any vehicles that prevent the City from access. If the City needs to tow a vehicle from the top of the meter box to gain access, the account holder will be assessed this charge.

Data Log Report: - The account holder may request a special read report, called a data log, from those digital meters that support this technology. The log will report the daily and hourly consumption for the past 96 days from the date the data is captured. The account holder is provided one free report per calendar year per location when the account experiences excessive consumption. If the consumption does not meet the excessive consumption criteria or when two or more additional report requests are made in the same calendar year, this fee is applicable. See section *Utility Billing Adjustments* for details.

G. Utility Service Rates & Charges

Water Service and Consumption Charges **–** The monthly base fee for water service is assessed by meter size and is also known as readiness to serve charge, designed to collect revenues to cover some operating and maintenance expenses. This fee is billed to all active accounts and does not include the monthly consumption commodity charges. The water commodity charges are based upon metered water consumption. Water used during construction will be billed at the lowest tier rate structure. Inside Rate refers to consumption rates for meters located inside the city limits of Cocoa; whereas, the Outside Rate refers to consumption rates for meters located outside the city limits of Cocoa. See section *Calculating Consumption* for details. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Sewer Service and Consumption Charges **–** The monthly base fee for sewer service is assessed by meter size and is also known as readiness to serve charge designed to collect revenues to cover some operating and maintenance expenses. This fee is billed to all active accounts and does not include the monthly consumption commodity charges. The sewer commodity charges are based upon metered water consumption. Inside Rate refers to Inside the city limits of Cocoa; whereas, the Outside Rate refers to outside the city limits of Cocoa. See section *Calculating Consumption* for details. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Public Fire Protection Fee **–** The City charges monthly for public fire protection often called a "hydrant charge" to cover the installation and maintenance of fire hydrants.

Incorporated areas – an "inside city' charge per hydrant, per month, is billed to the respective municipality where the hydrant is located.

Unincorporated areas – an "outside city" charge is assessed to every active water meter/account.

Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Private Fire Protection Fee – The City charges monthly for unmetered fire sprinkler connections (fire line) to the potable water system and are based upon the connection size and takes into account the amount of water system capacity required for fire suppression. The charge includes annual testing of fire line backflow prevention assembly. All private fireline accounts shall be billed to and remain active in the name of the property owner. It is the responsibility of the property owner to contact the City of Cocoa upon any changes in property ownership so that the billing may be reflective of the same. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Reclaimed Water Service – Reclaimed water is wastewater that has been treated and transformed into a product that is clean, clear, and odorless. It is not suitable for drinking; however, it is for irrigation and is a major component of the city's water conservation program where available. The monthly base fee for reclaimed water service is assessed by meter size and is also known as the readiness to serve charge designated to collect revenues to cover some operating and maintenance expenses. The reclaimed water commodity charges are based upon metered reclaimed water consumption. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Solid Waste Collection Service – The City charges monthly for residential and commercial collection and disposal of bulk trash, refuse, vegetative waste, recyclable materials, white goods, and construction and demolition debris from residents, business, and other entities within the municipal boundaries of the City of Cocoa. All active, residential water accounts must have solid waste, recycling, and green waste collection billed on the account. All active, multi-family master metered accounts must have commercial service to include green waste and recycling. All commercial water accounts must have solid waste services billed; however, recycling and green waste services are elective by the customer. Senior citizens (over 62) and disabled citizens may be eligible for discounted garbage service. Eligibility criteria can be found on the Residential Garbage Discount Application in the appendix of this manual. A completed application and any supporting documentation must be provided to the Customer Service Division for consideration of discount. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 9 – Health and Sanitation.

Solid Waste Collection Franchise Fee – The City has granted a Contractor the exclusive right, privilege, or franchise to collect and transport for disposal solid waste within the service area. This franchise fee is considered a payment to the City, for an amount permitted by law, in exchange for the rights and privileges granted under the agreement and is passed along to the customer and remitted directly to the City. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 9 – Health and Sanitation.

Backflow Prevention Assembly Testing & Maintenance Charge – Billed monthly on all non-residential accounts for the testing and maintenance of backflows.

Grease Trap – The City charges monthly for a device that separates and retains waterborne greases and grease complexes prior to the wastewater exiting the trap and entering the sanitary sewer collection and treatment system. These devices also serve to collect solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection and treatment system. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Public Service Tax – This tax is levied on City of Cocoa water service accounts on the total water charge for service including fixed and consumption based charges. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 19 – Taxation. In addition, other municipalities may enact a public service tax on Cocoa water service.

H. Utility Administrative Fees & Charges

Service Initiation Fee **-** A service initiation fee, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be charged for the processing of every Application for Utility Services to include generating the account, turning on the meter, turning off the meter during termination, etc. This fee does not apply in certain instances where transfer of ownership of an account takes place (i.e. estate accounts, deceased account holder, name change).

The standard service initiation fee will be the default fee for every application processed as this fee offers next available business day service. The same-day service initiation fee will be available upon request and only if the City is capable of offering same-day service for an additional fee. Each application processed shall include only one service initiation fee.

Deposits **–** The City requires water and sewer deposits for any applicant wishing to establish service at any location, except as specified. See section *Application of Deposit and Exemption Criteria*. In some cases, the City may require an increased at-risk deposit after certain conditions occur that increase the potential for risk of loss. See section *Deposits* for details

Credit Screening Fee **-** Due to processing charges by the City's third-party credit check processor a fee will apply when any credit report request is performed.

Convenience Fee **-** Due to processing charges by the City's third-party payment processor a convenience fee will apply when paying utility bills online, over the phone, and in person when paying by credit/debit card or e-check.

Late Fee **-** A late fee, as set forth in the current schedule of rates, fees, and charges, will be applied to any utility account whose current bill is not paid in full by the due date. This includes accounts where only a partial payment has been received during the month. This fee may also be applied to any account whose payment arrangement has defaulted or is delinquent. The late fee will be applied to applicable accounts at the close of business on the due date. Payments received after this time, whether in person, by mail, or in the drop-box will still be deemed past due.

Late Fee Exemption **–** An exemption of imposed late fees for eligible customers, as set forth in the current schedule of rates, fees, and charges, will be applied to any qualifying residential account upon application. See section *Discounts and Exemptions* for details.

City of Cocoa Garbage Discount **-** A discount on garbage service for eligible customers inside the City of Cocoa, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied to any qualifying residential account upon application. See section *Discounts and Exemptions* for details.

Returned Payment Fee **-** A returned payment fee shall be applied to the next bill for the processing of any returned payment. See section *Payment Options and Application of Payments* for details.Collections Processing Fee **-** This fee is billed to the account holder to recover the actual amount paid by the City to a third-party vendor for account debt collection efforts. See section *Utility Debt Collection* for details.

Utility Lien Recording Fee **-** This fee is billed to the property owner for the preparation of filing a utility lien or the release of a utility lien, and to recover the amount paid by the City to Brevard County to record legal documents. See section *Utility Debt Collection* for details.

Utility Lien Search Fee **-** This fee is billed to the requestor for the search of a utility lien and payable to the City of Cocoa's lien search vendor, Orange Lien Data. See section *Utility Debt Collection* for details.

Utility Billing Service Charge – This fee is billed and collected for certain utility services on behalf of other entities in accordance with interlocal agreements. The fee is determined by the cost of billing other municipality and agency service(s) on the regional utility bill and adjusted annually by the consumer price index – all urban consumers. This fee is collected by the City and remitted back to the entity that billed it to offset their contractual billing fees paid to the City.

High Consumption Credit Application Processing Fee – This fee is billed and collected for processing a High Consumption Water Credit Application if an adjustment is granted. If an adjustment does not meet the eligibility requirements, the fee is not charged. See section *Utility Billing Adjustments* for details.

Delinquency Processing and Application of Fee -

A delinquency processing fee for non-payment, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), shall be applied to all accounts with delinquent balances as of 5 p.m. on the delinquency processing date, **regardless if the service is physically disconnected,** and the account shall be subject to interruption of services per Florida Statute 159.18. This includes accounts where only a partial payment has been received during the month or a payment was returned. See section *Payment Options and Application of Payments* for details. This fee may also be applied, immediately, to any account whose approved payment arrangement has defaulted. See section *Customer's Rights Prior to Discontinuance of Service* for details. The delinquency processing fee covers both administrative and field service costs to prepare, process and collect the delinquent account and shall be billed on the next utility bill.

Delinquency Processing: Reasonable efforts shall be made by the City to inform the occupants of delinquency processing and subsequent service interruption as a courtesy. Such efforts may include delinquency notices, phone call, e-mail, text message, or interruption of service for non-payment door hanger. These efforts are considered a courtesy to the customer. Failure to receive any notification will not avoid the necessity of payment and will not delay or avoid interruption of service.

Delinquency Notices are automatically generated for each delinquent bill as a courtesy reminder to all account holders with outstanding balances not paid within forty-five (45) days of the date of the original bill, including weekends, holidays, and City closures. Delinquency Notices are mailed to account holders and can be viewed or downloaded online by registering the utility account through the online bill pay portal at https://cocoafl.firstbilling.com Delinquency Notices can also be sent to property owners of rental properties if a request is made to Customer Service. Delinquency Notices carry a delinquency processing date that is seven (7) days from the date the notice was issued including weekends, holidays, and City closures. **Full payment of the delinquent balance must be received by the City and be applied to the utility account by 5 p.m. on the delinquency processing date provided on the Delinquency Notice to avoid interruption of service and any penalty or processing fees.** It is not recommended to utilize the drop box for delivery of your payment on the delinquency processing date, as all payments placed in the drop box after 8:00 a.m. shall be received and applied to the account the following business day. See section *Payment Options and Application of Payments* for details.

Absent a payment of the full delinquent balance or absent an approved payment arrangement, at 5 p.m. on the delinquency processing date the account shall proceed with automated delinquency processing through the following, regardless if service is physically disconnected:

- The account holder shall forfeit any rights prior to the discontinuance of service. See section *Customer's Rights Prior to Discontinuance of Service* for details.
- The delinquency processing fee and any applicable deposits shall be billed on the next utility bill. See section *Future Deposits* for details.
- A work order to interrupt service shall automatically generate on any date/time after the delinquency processing date at the City's sole discretion and dispatched to the field for completion.
- The outstanding account balance (current charges plus previous charges) must be paid in full before service shall be restored per Florida Statute Chapter 159.18 and City of Cocoa Ordinance Code.

Payment for only the delinquent balance received or processed after 5 p.m. on the delinquency processing date will not avoid an interruption of service, nor will it constitute the necessity of reconnection of service. The outstanding account balance (current charges plus previous charges) must be paid in full before service shall be restored per Florida Statute Chapter 159.18 and City of Cocoa Ordinance Code. Service reconnection may not be guaranteed the same day and must be scheduled by contacting Utility Customer Service during normal business hours once full payment of outstanding account balance is made. Service reconnection outside normal business hours is prohibited. See section *After Hours Reconnection Fee* for details.

Regular billing will follow a Delinquency Notice but will not cancel or extend this delinquency processing date. Failure to make immediate payment on the account may result in subsequent Delinquency Notices generated as additional bills become delinquent. Any subsequent late notice provided with new delinquency processing dates will not supersede or replace the date on the oldest unpaid Delinquency Notice and additional delinquency processing fees may continue to accrue until or unless the full delinquency amount on the account is paid, regardless if the service is physically disconnected.

The City reserves the right to immediately disconnect, remove, and/or terminate the utility service without notification to the account holder upon any returned payment originally presented to the City to prevent or restore services from delinquency processing. See sections *Payment Options and Application of Payments and Involuntary Discontinuance of Service* for details.

All accounts in a delinquent status and remaining disconnected from service for two (2) consecutive billing cycles will be processed for involuntary discontinuance of service and terminated. See section *Involuntary Discontinuance of Service* for details.

For non-property owner accounts in a delinquent status where service has been self-restored and is unauthorized, a tampering fee and a lock fee, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied and the account will immediately be processed for involuntary discontinuance of service. See sections *Tampering and Theft of Service* and *Involuntary Discontinuance of Service* for details.

For property owner accounts in a delinquent status where service has been self-restored and there is unauthorized consumption, a tampering fee and a lock fee, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied to the account. See section *Tampering and Theft of Service* for details.

Any account holder who does not already have a deposit on account and whose service is processed for nonpayment or involuntarily terminated will be required to pay a deposit and maintain good credit, regardless if they were previously exempted. See section *Deposits* for details.

I. Utility Tampering and Theft of Service Fees & Charges

In accordance with the City of Cocoa Code of Ordinances and Florida Statute Chapter 812.14, it shall be unlawful to willfully alter or tamper with a utility meter, pipe, hydrant, meter seal, or knowingly allow damage to a meter or other property belonging to the City of Cocoa in such a manner as to cause loss or damage or to prevent any meter installed from registering the quantity of water which would otherwise pass through. Any person may not, knowingly or unknowingly, use water passing through any meter connected with or belonging to the City of Cocoa, after the meter has been altered or tampered with, or cause the City of Cocoa, without its consent, to supply any unauthorized water service to any person, firm, or corporation without reporting the service for payment. The City

of Cocoa reserves the right to prosecute all cases of tampering, utility theft and fraud to the fullest extent of the law.

If tampering or an illegal connection occurs when an account is active, services will be involuntarily discontinued immediately until such fee, including any outstanding balance on the account, is paid in full. See section *Involuntary Discontinuance of Service* for details.

If tampering or an illegal connection occurs when an account is not active, including immediately following involuntary discontinuance of service, the owner of the property shall be fined a penalty and held liable for such tampering and/or illegal connection. In addition to penalty, the property owner will be charged for the amount of any losses or damages sustained for each incident. See sections *Revert to Property Owner* and *Unauthorized Consumption on Inactive Location* for details.

If tampering or an illegal connection occurs to a hydrant, the person and/or the representing company, at the City's discretion, will be charged an illegal connection.

Lock Fee **–** The City, at its discretion, may choose to immediately place a lock on any meter where service is disconnected to protect its water asset from unauthorized use. The locks intended use is to reduce the City's risk of water theft and subsequent loss of revenue from unauthorized use of service by any person. The lock is not intended to remove the property owner's responsibility to protect their water and sewer piping/utility system and any subsequent theft of metered water. See section *Account Holder Responsibility for Piping* for details.

Tampering Fee - When there is evidence of meter, line, lock, apparatus, etc. tampering, unauthorized self-restored services, or any unauthorized use of service, a penalty, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied to the person responsible for service at that particular location. If the account holder is a non-property owner, the account will immediately be processed for involuntary discontinuance of service and any subsequent tampering and theft of service due to unauthorized use of service will be billed to the property owner. See section *Involuntary Discontinuance of Service* for details.

Meter Removal Charge ***– For a***ny delinquent account in the name of the property owner where there is evidence of two (2) or more successive tampering or theft of service incidents causing unauthorized water usage and the account remains delinquent, a meter removal courtesy notice allowing 10 days in which to pay all outstanding charges will be sent to the service location and the property owner's mailing address as reflected in the records of the Brevard County Property Appraiser. Failure to receive this notice will not delay the meter removal. A property owner requesting a meter removed will automatically waive the 10-day courtesy notice. In either circumstance a meter removal fee, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied to the property owner's account where the meter was removed.

Illegal Connection Fee – Whenever there is evidence of a non-metered connection to the utility, through bypassing the meter or in the absence of a meter, a penalty, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied to the applicable account where the illegal connection was removed.

Section 7 – Utility Billing for Service

A. Monthly Utility Bill

Account holders will receive a monthly utility bill for services rendered. The bill can be presented on paper and mailed through the United States Post Office, or it can be presented electronic through e-billing, but not both. To subscribe for e-billing the account holder can visit https://cocoafl.firstbilling.com

Copies of current and historical bills and delinquency notices can be obtained by registering the account at https://cocoafl.firstbilling.com.

B. Failure to Receive Utility Bill

Once a paper utility bill has been placed in the mail or dropped off at the US Post Office. or an e-bill is sent to the various internet service providers, the City is no longer responsible for that utility bill. Payment for that utility bill is due to the City even if the account holder does not receive it in the mail or through e-billing e-mail. All account holders who receive utility service with the City, regardless of receiving a bill, are required to remit payment for services received. Failure to receive a utility bill does not exclude any account from penalty or disconnection.

C. Billing Cycle

Account holders are billed on a cyclical basis twelve times per year at approximately monthly intervals. The length of a billing cycle shall often vary month to month depending on variables that influence the ability to read the meter on the same day each month. The service period dates are determined by the date the meter was read the previous month to the date the meter is read the current month.

The initial and final utility bill for a new account holder will be prorated based on the number of days the account is active in the billing cycle and will include charges for all consumption billed at the applicable rate.

Bills are due 20 (twenty) days from the date of issuance. Failure to receive a bill will not avoid the necessity of payment. The bill is past due if payment is not received and posted to the account by the close of business on the due date. Due dates are not adjustable. Should the bill not be paid in time a late fee shall be assessed and billed on the next billing cycle.

The bill is considered past-due if payment is not received and applied to the account on the forty-fifth (45th) day from the billing date of issuance. A courtesy delinquency notice may be mailed, providing the account holder seven (7) additional days to remit immediate payment, for a total of fifty-two (52) days including weekends, holidays, and City closures. Delinquent accounts shall be scheduled for interruption of service as early as the fifty-second (52nd) day and subject to penalties if full payment is not received and posted to the account by the close of business. on the 52nd day from the billing date of the oldest, delinquent bill.

The account balance must be paid in full before service is reconnected. No second notice will be mailed for disconnection due to nonpayment.

The City may attempt a call using an automated notification system to a phone number provided by the account holder alerting the customer as to the planned date of disconnection. It is the responsibility of the account holder to ensure that all information on the account, including telephone numbers and e-mail address, is accurate and current.

D. Meter Reading

Every meter is read once a month unless conditions prevent an actual reading from being obtained and require the bill to be estimated. The bill shall reflect if it has been estimated. Some meters are read by visually inspecting them while others are read through radio frequency. All locations containing a meter will be read on a monthly basis regardless of the status of an account. Staff conducting meter readings will note any meter where readings are questionable or meters that appear to have stopped working. The account holder should maintain the area of the meter box serving the property in a manner that keeps it unobstructed by shrubs, grass, weeds, mulch, dirt, or other similar materials. Similarly, vehicles may not be parked over the water meter. The City of Cocoa will take all measures necessary to ensure reading of the meter including towing of vehicles. If a failure to retrieve a reading is due to account holder (or their agent) obstruction or due to damage caused by an account holder (or agent), notice will be

given to the account holder. If the account holder or agent fails to comply with the notice, a meter access fee will be applied to the account and any costs incurred shall be invoiced and applied to the account holder's account. Meters may not be read the same day each month. The actual date the meter was read for a particular account are shown at the top of each monthly utility bill under the service period.

E. Estimated Billing

The City continually strives to read every meter in the utility system every month. Occasionally, conditions exist that make it difficult to read a meter such as inclement weather, meter maintenance, condensation, flooded meter box, meter accessibility, etc. The City will make a reasonable attempt to secure an exact reading; however, it may be necessary for the City to estimate the water and sewer consumption for the month, using the account holder's monthly average. Any account that has been estimated will reflect such on the utility bill under the current reading column with the designation "**EST**" and the estimated read. Account holders with estimated bills are encouraged to obtain and send a correct reading to Customer Service at 321-433-8400 or customerservice@cocoafl.org. Once an exact reading is obtained, either by the account holder or City staff, on the next monthly utility bill the consumption will be corrected to reflect actual consumption from the previous reading and include any billing adjustments, if necessary.

F. Calculating Consumption

The monthly base fees for water and sewer are assessed by meter size and are also known as readiness to serve charges, designed to collect revenues to cover some operating and maintenance expenses. These fees are billed to all active accounts and do not include the monthly consumption commodity charges.

The water commodity charges are based upon metered water consumption. The previous meter reading is subtracted from the current meter reading to determine the actual water consumption within the billing cycle. These charges are billed to the account holder rounding down to the thousands position within the meter reading and are billed on a per thousand-gallon basis. Sewer charges are billed equal to the amount of metered water use and may include a cap. The City has a tiered conservation rate structure designed to compel the water customer to implement cost effective water conservation measures and practices. A large portion of the charges, using tiers 2, 3, and 4, are based on the quantity of water the customer consumes, while balance is achieved in the City recovering its fixed costs when billed at the lowest, first tier.

If a meter is removed and a new meter is installed between billing cycles, the combined consumption recorded on both the old and new meters will be billed on the next regular billing cycle.

G. Deposits

Billed Deposits – The City requires water and sewer deposits for any applicant wishing to establish service at any location, except as specified. See sections *Application of Deposit and Exemption Criteria* and *Deposits* for details. The deposit may be collected at the time of service request or may be billed on the account holder's first bill. Any applicant with prior debt, who has been involuntarily discontinued from service, who has filed bankruptcy in the past 12 months, who applies for a temporary connection, who has had their meter removed, or who is attempting to activate service after an account has been sent to collections shall pay the deposit prior to the connection or re-connection of service. Any applicant where the credit screening return response indicates the highest level of risk will be required to pay the increased at-risk deposit for water and/or sewer service. See section *Increased At-Risk Deposit* for details.

Calculated commercial deposits will be reviewed and updated regularly. The calculation of a deposit may include 6-month historical consumption at same location, or account holder's previous location. If historical data is not available, the deposit may be re-calculated and billed after it becomes available.

Cancellation of automatic debit for utility bill payment, for any reason, may result in deposits being billed to the account.

Interest on any deposit held on an active billed account is credited to customer accounts annually. The interest rate is annually calculated by the bank's earned interest percentage and updated, if applicable, at the beginning of each fiscal year.

Refunds of Deposits **-** Residential accounts shall have their deposits refunded to the account after twelve (12) consecutive months of good credit, or until services are requested for disconnection, or involuntarily terminated by the City, or until the account holder completes an Automatic Debit (ACH) Agreement and maintains twelve (12) successful and continuous, automatic bank draft, or until the account holder possess little to no delinquency risk upon successful completion of credit screening. Good credit is defined as not having been disconnected for non-payment, or not having had two or more returned payments, or not having any account be sent thorough debt collection (i.e. collections, lien, etc.).

Commercial accounts and multi-unit residential dwelling accounts, utility deposits will remain on the account until services are requested for disconnection and/or involuntarily terminated by the City.

When services are requested for disconnection or are terminated by the City, any deposit on account will be applied to any balance due, including the final bill, prior to deposits being refunded. Account refund checks will be issued for refunds $1.00 or more to the same name as the account holder and mailed to the last known address unless another address is provided. Any refunds less than $1.00 will not be issued.

Transfer of Deposits **-** Residential deposits held in the same name of the account's contracting party are transferrable from one service location to another service location as long as there is no outstanding debt. Fourteen (14) days shall be provided to the contacting party where service will be connected at both locations upon which the deposit will be transferred to the new service location and the previous service location will be terminated.

Commercial deposits included in the sale of the property are transferrable from the current account holder to the new account holder upon receipt of a notarized letter, or notarized Relinquishing Deposits Authorization from the original depositor, or a copy of the recorded property bill of sale showing inclusion of the deposit in the terms and conditions.

Future Deposits **-** Any account holder who does not already have a deposit on the account and whose service is processed for nonpayment, has two returned payments within 12 consecutive months, or whose automatic debit is prematurely cancelled will be required to pay a deposit and maintain good credit as defined in the above paragraphs, regardless if they were previously exempt. A customer having multiple active accounts will be subject to deposits billed on all of the accounts if good credit is not maintained on any one of the accounts or combination of accounts (as in the case of two returned payments). Alternatively, the account holder can avoid paying these deposits by completing an Automatic Debit (ACH) Agreement and maintain successful and continuous, automatic bank draft for twelve (12) consecutive months.

H. Payment Options and Application of Payments

The City of Cocoa accepts cash, checks (personal, certified, and e-check), money orders, electronic bank payments, and VISA, Mastercard, Discover, or AMEX credit card payments. Unpaid accounts are subject to delinquency processing and late fees until payment is received by the City and posted to the utility account. Any person can voluntarily make a payment on any account for which they are not the account holder of. Any payment presented to the City by any person for any outstanding receivable, service or fee on an account shall not be voluntarily returned by the City. No cash change will be given for checks written for an amount greater than the account balance; any overpayment will be credited to the account holder's account. . Payments will be processed and deposited when received. The account holder may request a refund on any credit balance if credit balance is due to scrivener error; however, if the account holder routinely and continuously overpays on the account the credit balance will not be refunded until the account is terminated or the credit balance is exhausted. A refund could take up to 3 weeks to process once any payments have cleared our bank. Due to processing charges, individual credit card transactions cannot exceed $5,000 per transaction; however, a customer can make multiple transaction payments in a day. A Convenience Fee will apply when paying a utility bill online, over the phone, and in person when paying by credit/debit card or e-check. See section *Utility Administrative Fees & Charges* for more details.

Payment by Mail: Check and money order payments can be mailed to City of Cocoa | P.O. Box 1270 | Cocoa, FL 32923-1270. A lockbox provider processes the City's payments each business day as they are received. Please remit payment with the payment stub in the envelope provided in the monthly utility bill. Please do not mail payments to Cocoa City Hall directly as mailed payments will be forwarded to the lockbox provider for processing, resulting in an additional delay in payment being applied to the account. The only payments processed at City Hall are those made through the drop-box or in person.

Payment by Phone*:* An automated, Interactive Voice Response (IVR) system is available 24 hours a day, 7 days a week to accept utility payments by calling 321-433-8400. If a customer prefers to speak to a live agent, they can call the online bill pay provider, First Billing, at 1-855-270-3592 during business hours and a payment agent will take the payment over the phone. A convenience fee will apply when paying by credit/debit card or e-check.

Payment in Person*:* Utility Customers may come into Cocoa City Hall located at 65 Stone Street in Cocoa during regular business hours Monday through Friday from 8 a.m. to 4:30 p.m. (excluding City closures). A convenience feel will apply if paying by credit/debit card.

Payment Online through City of Cocoa's Bill-Pay Portal*:* An online utility billing portal is available for convenient and quick access to utility billing information and payments through the online bill pay service provider, First Billing, by credit/debit or e-check. Comprehensive, current account information, billing history, and payment history is also available online, to include downloading copies of utility bills, making a credit/debit card or e-check payment, and setting up auto-pay. Customers can access the online payment portal at https://cocoafl.firstbilling.com. A convenience fee will apply when paying by credit/debit card or e-check.

Payment Online through Your Bank's Bill-Pay*:* Most financial institutions offer online bill-pay to send payments for you; however, several financial institutions do not send the payment electronically. Rather, some financial institutions print a paper check and remit the payment through the mail *after* the funds are deducted from the bank account, resulting in a delay of payment processing. To avoid adding further delay or a late penalty, please ensure the bank's bill-pay profile includes the correct utility account number and the mailing address for the City's lockbox payment processing center at City of Cocoa | P.O. Box 1270 | Cocoa, FL 32923-1270. If utility service is transferred to a new location, please update the bill-pay profile with the new account number. Schedule bill-pay to allow enough time for the bank to prepare and send the payment as well as the City's lockbox provider to process it before the due date. Payments are applied to utility accounts when they are received, not when they are withdrawn from your bank account.

Payment Drop-Box*:* A drop-box, available 24 hours a day, is located on the south side entrance of Cocoa City Hall for check and money order payments only. No cash payments shall be placed in the drop-box. Any payments placed in the drop-box after 8:00 a.m. will be posted the next business day, thus, penalties may be applied in accordance with this policy.

Automated Clearing House (ACH) Debit from Bank*:* Account holders can have their bill drafted directly from their bank account each billing cycle. Bank drafts for utility billing are processed on the 14th day after the billing date. A completed Automatic Debits (ACH) Agreement along with a voided check is required to sign up for this service. If an account holder wishes to be removed from the bank draft process, City staff must be notified by the first business day of the month. An account holder having multiple accounts activated at different service locations under the same customer identification number and also enroll in automatic bank draft will have the automatic bank draft applied to all accounts under the same customer identification. **It is the account holder's responsibility to inform staff that they do not wish to have it applied to all accounts under a single customer identification.**

Auto-Pay from Credit/Debit Card or E-Check*:* Account holders can have their bill drafted directly from their debit/credit card each billing cycle. To enroll please visit the online bill pay portal at https://cocoafl.firstbilling.com. A convenience fee will apply when paying by credit/debit card or e-check. Returned debits will be handled in the same manner as returned checks. When new or replaced debit/credit cards are issued by the card issuer, often the card's expiration date, account numbers, and security code may change resulting in declined payments by the card issuer if not updated in our bill pay portal. Please remember to update auto-pay with a new card or checking account information. **It is the account holder's responsibility to update any automated payment information.**

Partial Payments*:* In the event an account holder does not pay the total amount due on an account, City staff will post the partial payment made to the appropriate account. The account balance due must be paid in full to avoid disconnection of service. **At no point will staff return or refuse a payment to an account, unless the refusal of payment method is otherwise described in this policy.** Partial payment of balances due on an account holder's account shall be applied to the oldest account receivable first.

Returned Payments*:* If a customer's payment is returned to the City as unpaid due to insufficient funds, closed account, incorrect account number, bank error, chargeback, or for any other reason, the City will send a letter advising the account holder of the returned payment. The customer has ten (10) days from the date of the letter to substitute the payment with cash or a money order. All penalty fees and delinquency processing procedures will apply including bank errors. Returned credit card transactions, e-checks, checks, and bank drafts will all be handled in the same manner. A returned payment fee will be applied to the next bill and it is the customer's responsibility to recover the returned payment fee from his/her banking institution. See section *Returned Payment Fee* for details.

For any payment that is presented to the City to prevent or restore services from delinquency processing, to pay large past due balances in order to transfer service, or to prevent or restore a meter removal and are subsequently returned for any reason, the City reserves the right to immediately disconnect, lock, remove, and/or terminate the utility service without notification to the account holder. Any account that has had the meter removed/locked shall be required to pay cash or money order to restore service. See section *Involuntary Discontinuance of Service* for details.

Refusal to accept methods of payment*:* All checks must be made payable to the City of Cocoa. Third-party checks are not an acceptable form of payment to the City. A check that is incorrectly filled out does not reflect payment and may be returned to the customer. The City of Cocoa reserves the right to verify funds on any check presented for payment on account before or after accepting such payment. If a customer's banking institution denies the City the ability to verify funds, checks presented for payment may be denied.

The City reserves the right to refuse personal checks and/or credit cards from customers who have had two (2) or more returned payments applied to an account within a twelve (12) month period, thus required the account cash only payments for one (1) year from the date of the last payment return.

Any currency payment suspected of being counterfeit and initially accepted by the City will be noted on the payee's account as a possible counterfeit bill. If that bill is returned by the depositing bank as counterfeit, a returned payment in the amount of the counterfeit currency will post to the noted account.

It is the account holder's responsibility to make arrangements to ensure that a satisfactory payment will reach the City before the due date. All penalty fees and delinquency processing procedures will apply if a satisfactory payment is not received by the City.

I. Cash Only Accounts

Accounts will convert to cash only upon two returned payments within twelve (12) consecutive months, any tampering/self-restoration of service absent payment after delinquency processing, and when any meter is removed. This status shall remain in effect for 12 consecutive months.

J. Account Holder Contact Information

It is the responsibility of the property owner, account holder, or authorized designee to advise the City to whom and to what address bills are to be sent (e.g. new owner or renter). Only an account holder or authorized party can request changes to billing information and statuses. Changes can be requested by phone or sent electronically by e-mail or fax by completing an Account Holder Contact Update form. There is no charge for such changes. **Failure to receive a bill sent by mail or e-mail will not excuse late payment or non-payment of bills.**

K. Transfer of Existing Account Holder to New Contracted Location

If an existing City of Cocoa account holder moves from one location serviced by the City to another location serviced by the City, consumption charges will be billed based upon actual final meter readings at the old location and initial meter readings at the new location. Account holders may transfer service from one location to another as long as

there are no account balances that are past due. The remaining amount owed and any fees from a previous service may be transferred to the new account.

If the account holder has an account that is past due, the account holder will have to pay that amount before the account can be transferred. The deposit from the previous account may be transferred and an additional deposit may be required in conjunction with the regulations of this policy.

Utility account holders requesting to transfer their service from one City of Cocoa location to another must follow the application for utility services process, including payment of a service initiation fee. The account holder may also be required to update the deposit at this time. The account holder is still responsible for any outstanding balances at the previous address. Failure to pay such balances will result in involuntary disconnection at the new address.

L. Unauthorized Consumption on Inactive Location

When utility services are provided to a location or property that does not have approved service contracted or established, whether inactive service or voluntarily/involuntary terminated service (i.e. vacant, abandoned property, construction lots, involuntarily terminated for delinquency, rental, squatters, etc.), a utility account shall be activated in the name of the property owner as reflected in the records of the Brevard County Property Appraiser for any unauthorized consumption and utility services, per Florida Statute Chapter 180.135. A. The City of Cocoa shall be responsible to look no further than the property appraiser's office for property owner information. The account shall be billed the higher same day service initiation fee to recover the administrative expense of processing the account and any work orders or communication sent to the property owner. See section *Revert to Property Owner* for details.

Rental Property: Property owners with rental property shall be responsible for paying any rates, fees, and charges accrued for any unauthorized service supplied, metered or unmetered, to the property effective the date tenant utility services are discontinued, either voluntarily or involuntarily, in the tenant's name and/or until a prospective tenant contracts service. Any prior debt and outstanding account balances must be paid in full before service can be connected. See section *Prior Utility Debts* for details.

M. Regional Utility Billing

The City of Cocoa is the contracted billing agent for many other services of several surrounding municipalities. Utility services for Brevard County; the Cities of Rockledge, Cape Canaveral, Titusville and Cocoa Beach; the residential entities Sun Lake and Colony Park are also billed on the Cocoa regional utility bill. The service description on the utility bill clarifies which municipality or entity the service is being provided by and billed for. Payments for these services are collected by the City of Cocoa through the payment of the utility bill. The revenue collected for the services that are contracted for billing, is then reconciled and remitted to the respective municipality or entity each month. For more information on these services and their rates or fees please contact the respective service provider.

Section 8 – Discontinuing Utility Service

A. Termination of Service

Requesting Discontinuance of Service***:*** Any account holder requesting discontinuance of service will inform City staff of the location of disconnection, date service is to be disconnected, and the forwarding mailing address for the final bill. Due to privacy issues, the account holder, authorized party, or property owner must be the one to request the termination of service. Property Owners requesting to terminate utility service at any rental dwelling shall be required to complete a Property Owner Request to Terminate Utility Service form prior to the termination of service.

In the event that the account holder has become incapacitated or deceased, legal documentation must be provided that the person requesting termination of service is an authorized representative of the account holder. See section *Estate Account and Deceased Account Holder* for details.

Disconnection Scheduling***:*** Under normal conditions, disconnection from the City's utility system may be performed the same day if the request is received prior to 9 a.m. A request received after 9 a.m. may normally be fulfilled the next available business day. During periods of a high volume of requests work will be scheduled at the next availability.

Closing of a Utility Account***:*** Within 15 days after termination of utility service, the account will be closed. All charges, fees and credits (including deposits, refunds, and adjustments) are then applied against the amounts owed the City.

Final Bill***:*** An account holder's final bill will be mailed in a timely manner to encourage collection and customer understanding. The final bill will include all consumption used up to the time of service disconnection and any other charges or amounts due. Any balance owed to the City will remain due until paid. All legal means of collection for a delinquent account in arrears will be taken.

Credit Balance***:*** A credit refund will be applied to a closed account with a credit balance after final billing. Any credit refund shall first be transferred to another account the account holder is financially responsible for that contains outstanding balances, a new account where service was recently transferred to.After application of either of the aforementioned, a check for the remaining credit will be issued to the account holder and sent to the last known address on record if the credit balance is greater than $1.00. If the credit balance is less than or equal to a $1.00 the amount will be written off and no refund will be provided. Refund checks will only be issued in the name of the account holder.

B. Revert to Property Owner

Upon any discontinuance of service, voluntarily or involuntarily, by any tenant or occupant other than the property owner, the utility billing reverts back to the property owner as the account holder. The account will remain inactive until or unless the property owner or prospective tenant contracts for service, or until there is unauthorized consumption at the location. See *sections Unauthorized Consumption on Inactive Location* and *Tampering and Theft of Service Fees and Charges* for details.

C. Customer's Rights Prior to Discontinuance of Service

Disputed Bills***:*** If an account holder believes the City has made an error in calculating a utility bill, or otherwise disputes the obligation to pay the bill, the account holder or the account holder’s authorized representative may discuss the matter with a Customer Service Representative. Any dispute of a utility bill must be expressed to the City prior to the due date. When disputing a bill, the customer shall:

- First contact the Customer Service office for clarification.
- If the customer, after contacting a Customer Service Representative, still disputes the bill, the customer has the right to appeal to the Senior Customer Service Representative.
- If the customer, after contacting the Senior Customer Service Representative, still disputes the bill, the customer has the right to appeal to the Customer Service Supervisor.

- If the customer, after contacting the Customer Service Supervisor, still disputes the bill, the customer has the right to file a written appeal to the Utility Customer Service Manager. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill.
- If the customer, after contacting the Utility Customer Service Manager, still disputes the bill, the customer has the right to file a written appeal to the Deputy Finance Director. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill.
- If the customer, after contacting the Deputy Finance Director, still disputes the bill, the customer has the right to file a written appeal to the Finance Director. The Finance Director may defer to the Utilities Director for guidance involving technical specifications regarding the utility system, if necessary. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill.
- If the customer, after contacting the Finance Director, still disputes the bill, the customer has the right to file a written appeal to the City Manager. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill. The City Manager and/or the Assistant City Manager will review the appeal and send a written reply within a reasonable amount of time to the address shown in the utility billing system, noting the decision regarding the appeal and any substantiation for the decision and direction on any further course of action that the customer may take.
- The account of any disapproved appeal shall be assessed penalty, if due, at the time the appeal process is closed.

Extensions & Payment Plan Agreements*:* After an account holder has established six months' worth of history with the City (including billing and payment of such), the account holder will be allowed one extension and one payment plan per 12-month period. A payment plan or extension may be granted on a new account without established history at the discretion of management.

In order to receive an extension, the account holder must come into the Customer Service Division in person, provide identification, and sign a Utility Bill Extension Agreement form. A payment extension may be granted for up to a two-week period; however, due to unforeseen and unusual circumstances, management may grant more than one payment extension per year and/or for a longer term.

In order to receive a payment plan, the account holder must come into Customer Service Division in person, provide identification, and sign a Utility Bill Payment Plan Agreement payment plan may be granted for up to a six-month period; however, due to unforeseen and unusual circumstances, management may grant more than one payment plan per year and/or for a longer term. The extended amount shall be paid along with the current amount billed and due each month. If the payment plan and schedule agreement is not adhered to, the account holder will be charged a delinquency fee and placed on a list to have services disconnected immediately and without notice to the account holder. The account holder's account shall be documented with any payment plan which may be granted.

Extensions or payment plan agreements are not automatic; they are a privilege and will be granted only with proof of extreme hardship and after review of account and payment history. No extensions or payment plans will be approved on or after the date of service disconnection for nonpayment; exceptions may be considered by management but are not guaranteed.

Misapplied payments: On rare occasion, financial institutions may process a check or electronic payment incorrectly leaving a discrepancy between the customer's utility account and bank statement. If a customer believes the payment amount applied to the account balance is incorrect, the customer must provide the City with a copy of the front and back of the cancelled check, credit card statement, or a cash receipt showing the amount the customer believes to be correct. A payment extension may be granted if time is needed to produce the document and a billing adjustment will be made upon verification.

Exceptions*:* Under special circumstances, the City may choose not to interrupt service or reconnect service as part of the delinquency processing, if the City has prior written notice from a medical facility, when the services are provided to a critically ill person or a person on life support equipment and the services are needed to preserve life. Consideration will be provided on a case-by-case basis and only if the account holder provides written notice from a medical facility, executes and fulfills a written payment plan, and is not processed for delinquency again.

D. Involuntary Discontinuance of Service

The City may discontinue utility service for any one of the following reasons:

- Failure of the account holder to pay balances due for utility service as required in these policies.
- Any account in a delinquent status and remains disconnected from service for two (2) consecutive billing cycles.
- Upon discovery of tampering including non-authorized meter connection, by-passing the meter, or altering its function. The account holder is held responsible for any meter tampering. In the absence of an account holder, the owner of the property for which services are provided shall be assessed all charges and penalties.
- Failure of the account holder to permit municipal employees and it's contractors access to their meters at all reasonable hours. Locked gates, loose dogs, parking cars over meters, etc., are considered to be a denial of access and is grounds for discontinuance of service.
- Use of service for unlawful reasons.
- Discovery of a condition which is determined to be hazardous or unsafe.
- Violation of any of the City's other utility service policies and procedures, ordinances, or state or federal law.

The City may notify the Health Department, Code Enforcement, and other municipal offices of the termination of service.

E. Reconnections

When it becomes necessary for the City to discontinue services for any of the reasons listed in this policy, service will be restored after payment of (1) all past due and current bills due to the City, (2) any deposit as required, (3) any material and labor cost incurred by the City, according to the Schedule of Rates, Rees, and Charges (Schedule B), (4) all fees and charges required by this policy, and (5) any discovery of prior debt.

Section 9 – Utility Operational Policies

A. Meter Calibration Testing

Account holders may request that the City test their water meter for accuracy at the rate set forth in the Schedule of Rates, Fees, and Charges (Schedule B). This request must come from the account holder in a written form by submitting a completed Consent to Verify Meter Calibration form and submitting payment of the applicable meter testing fee. As soon as reasonably practical after receiving the request for meter testing, the Water Field Operations shall test the water meter for accuracy. The accuracy limits for testing are 98.5% to 101.5% as recommended by the American Water Works Association.

Should testing reveal that the meter is over-registering consumption (indicating more flow than is actually passing through it) greater than one hundred one and one-half percent (101.5%), then the account holder shall not be responsible for that portion of the bill equivalent to the percentage of error of the meter and the amount shall be adjusted from the account holder's bill for the preceding 12 months of billing, if applicable. The percentage of error is calculated by subtracting the 101.5% accuracy limit from the weighted meter test results. The meter shall be removed from service and replaced at no additional cost to the account holder and the meter testing fee refunded to the account.

Should testing reveal that the meter is under-registering (indicating less flow than is actually passing through it) less than ninety-eight and one-half percent (98.5%), then the account holder shall not be responsible for any unrecorded flow indicated by the percentage of error of the meter. The percentage of error is calculated by subtracting the weighted meter test results from the lower 98.5% accuracy limit. The meter may be removed from service and replaced at no additional cost to the account holder and the meter testing fee shall be refunded to the account. Note: the removal of the meter from service is at the discretion of the City of Cocoa as unregistered water consumption is a loss of revenue to the City of Cocoa and subsequently affects all rate payers.

If a meter test reveals accuracy equal to or within the defined accuracy limits of 98.5% to 101.5%, then the meter shall be placed back in service on the same account and the meter testing fee shall not be refunded to the account holder.

B. Water Quality Complaints

Concerns of the quality of water can be submitted either by phone or in writing by completing the Utility Water Customer Contact Complaint form and submitting it to the Customer Service Division by e-mail or fax. The complaint will be forwarded to the Water Quality Lab for review and response.

C. Damage to Plants and Shrubs

The City is not responsible for damage to plants and shrubs which may be dug up or cut/trimmed in the course of accessing the meter, work on the underground piping system or other apparatus located beyond an account holder's property line or within a utility easement. A reasonable effort will be made to minimize or repair any resulting damage. The account holder is responsible for ensuring that the water meter is not obstructed by plantings, mulch, grass, or any other means. If the City must, in the opinion of the Utilities Director, relocate a meter due to obstruction, the owner of the property will be charged for labor and materials to complete any necessary work.

D. Damage to City Equipment

Any damage caused by the account holder, property owner, or their agent(s) to the City's equipment or property serving an account holder shall be the responsibility of the account holder. The City shall make necessary repairs and charge the account holder for materials and labor for said repairs. Such damage includes, but is not limited to, damage from mowing, vehicles, landscaping, or excavation.

E. Account Holder Name Change

A name can be changed on an existing account in the event of divorce, marriage, or legal name change. The account holder must present supporting documentation and a valid form of government issued identification with photo. Ex. Valid driver's license, passport, alien registration card, or state issued photo ID (identification will be

scanned into the City;s records system for attachment to the applicant's account for identification purposes). In the unfortunate case of death see section *Deceased Account Holder and Estate Account* for details.

Existing accounts shall not be transferred into the name of another person that has not contracted service on the exception that the current account holder is deceased. See section *Deceased Account Holder and Estate Account* for details.

F. Deceased Account Holder and Estate Account

Property titled with joint ownership: Upon death of an account holder who is the property owner, a surviving co-owner of the property, as filed with the Brevard County Property Appraiser's Office, must request to transfer the service into their name.

If the City of Cocoa receives notice or determines that an account holder is deceased, notification of account transfer to the surviving co-owner of the property will be mailed to the service address on record.

Property titled with one owner: Upon death of an account holder, the sole property owner, a surviving family member may request to transfer the account into the ownership of an estate for the decedent, if probate has been filed. The City may request legal documentation from the executor or the person responsible for administering an estate. The account will then be established in the estate's name. It is the responsibility of the executor or other person administering the estate to notify the City of any changes in account status. As a courtesy, the City of Cocoa may allow an account to remain in the name of the estate for a period up to six (6) months from the date of transfer. It is the responsibility of the executor or administer of the estate to either disconnect the account or service must be contracted by an authorized person prior to this date.

If the City of Cocoa receives notice or determines that an account holder (property owner) is deceased, notification of account closure will be mailed to the address on record. The letter will set forth a date, a minimum of two (2) weeks from the date of notification or a maximum of six (6) months from the date of death, whichever is greater in time, in which an Application for Utility Service must be completed and received in accordance with this policy in order to continue services at the location of the deceased account holder.

The estate account shall automatically terminate after six (6) months, or the surviving family member may elect to pre-pay a deposit in the amount equivalent of four (4) months of average bills to maintain an active account in the name of the estate as well as contract service as a responsible person for the account. In either case of an estate account being established, if an Application for Utility Service has not been processed to transfer ownership of the account by the advertised time, services may be disconnected without further notice.

Rental property with tenant: If the City of Cocoa receives notice or determines that a account holder (tenant) of a rental property is deceased, notification of account termination will be sent to the service address. The letter will set forth a date, a minimum of two (2) weeks from the date of notification in which an Application for Utility Service must be completed by and received in accordance with this policy in order to continue service at the location of the deceased tenant account holder. Once the account is terminated, any unauthorized consumption will be billed to the property owner. See section *Unauthorized Consumption on Inactive Location*.

G. Utility Billing Adjustments

At any time a billing adjustment is requested, the balance of the account must be paid in accordance with this policy in order to avoid penalty. If an adjustment request is approved, the adjustment will be made to the account and may show as a credit on the next regular monthly bill.

Overcharge or Undercharge Error***:*** If the City has overcharged or undercharged an active account holder for service, the City will correct this error subject to the following procedures:

1. If the City has overcharged an active account holder for a service, the City will credit the account holder's account, without interest, the excess amount on the next monthly bill. When the overcharge is more than $1,000 a reasonable attempt to notify the account holder will be made in addition to the monthly bill. Account holders may request a refund if the account balance was previously paid in full. Credit to an account holder's account is subject to the following limitations:

a. If the account holder should not have been billed the service and the time period over which the overcharge occurred can be determined, the City will credit or refund the excess amount charged the account for that entire interval, provided that such time period shall not exceed the statute of limitations as set forth in the Florida Statel Statutes.
b. If the account holder should have been billed the service and the inaccurate rate was applied, the City shall refund the excess amount charged not to exceed the preceding 12 billing cycles.
c. If the exact amount of excess charge cannot be determined, the City should take into consideration all information and account history in order to determine the amount due as accurately as possible, not to exceed the preceding 12 billing cycles.
d. If an overcharged account holder owes a past due balance to the City, the City may deduct that past due amount from any refund or credit due the account holder.

2. If the City has overcharged an account holder for services and it is discovered after the account has been terminated and/or made inactive, the account holder forfeits any right to a refund upon the termination and/or inactivation of the account.
3. If the City has undercharged an account holder for service during any of the previous 12 billing cycles, the City will collect the additional amount due to the City by placing the charges on the next monthly bill. When the undercharge is more than $1,000 a reasonable attempt to notify the account holder will be made in addition to the monthly bill. A payment plan or other payment options may be extended to an account holder. If an account holder does not contact the City in order to make payment arrangement for such amount by the bill due date, the account may be disconnected for nonpayment in accordance with this policy.
4. If an undercharge has occurred because of tampering or bypassing a meter or because of other fraudulent or willfully misleading action of the customer, the City shall collect the entire undercharged amount in a lump sum and seek such other rights and remedies as are permitted by law.

Swimming Pools*:* Swimming pools may be filled once a year without the account holder having to pay a sewer usage charge on the water used to fill the pool. In order for an adjustment to be granted, the account holder (or the account holder's representative) must submit a High Consumption Credit Application request for the adjustment within 30 days of the date of the bill for which an adjustment is requested. Sewer consumption will then be calculated to the account holder's previous 6-month average and an adjustment will be made to the bill which includes the dates of usage. All water used to fill a pool will be metered and billed to the account holder.

Excessive Use**:** Excessive use is defined as metered water and/or sewer flow at least 50% greater than the account holder's average monthly consumption amount. Average monthly consumption is based on the six (6) month average prior to the month showing excessive use.

There are a variety of circumstances which may cause an account holder to have a water bill more than their average range for monthly water consumption. These can include, but are not limited to, plumbing leak, faulty toilet, faulty hot water tank, hose bib left on, excessive irrigation, water theft, etc. Often circumstances are intermittent or isolated occurrences where symptoms of water loss may start and stop within the billing cycle, making it very difficult for the account holder to identify the source or cause. The City of Cocoa briefly visits and reads each meter only once a month, often after this unexplained water loss has occurred. At the customer's request, City staff can identify if water is actively flowing through a meter and/or if a leak at the meter connection is actively occurring; however, City staff cannot identify where or how water is/was being used or lost. An Excessive Water Consumption Checklist is included in the appendix of these policies and procedures to aid an account holder in identifying the cause of excessive use. It is the account holder's responsibility to regularly monitor their consumption, identify the source/cause of water loss, and correct the problem causing the excessive consumption as soon as it is discovered. Any billing adjustment is a courtesy to assist the account holder with an extraordinarily high bill. The City is not responsible for the account holder's piping or plumbing beyond the meter/meter connection. See section *Account Holder Responsibility for Piping* for details.

Utility account holders may apply for an adjustment when verified excessive use has occurred. A High Consumption Water-Sewer Credit Application form should be completed by the account holder and submitted to Customer Service for review. The customer must provide information describing the situation or circumstances that resulted in the loss of water. This should include the cause of the water loss if known, when the problem was

discovered, and what action was taken to stop the loss of water. Any documentation verifying the cause of the excessive use should be attached to the form (e.g. plumber's invoice, receipts for purchase of repair equipment, photos of repairs). Water used during construction or remodeling of a property is excluded from an adjustment if water loss is unknown or unexplained. If an adjustment is granted, a High Consumption Application Processing fee will be applied to the account. If the request does not meet the eligibility requirements and the adjustment request is denied, no fee will be applied. See section *Utility Administrative Fees & Charges* for details.

At any time a billing adjustment is requested, the balance of the account must be paid or be on an approved and current payment plan in accordance with this policy in order to avoid penalty and/or disruption of service. If an adjustment request is approved, the adjustment will be applied to the account and may show as a credit on the next regular monthly bill.

City staff shall first verify the meter reading to ensure accuracy of the bill. Upon verification of the meter reading and verification that the consumption amount is 50% greater than the account holder's average monthly consumption, the adjustment request may be considered and is subject to the following eligibility criteria:

1. In the event excessive use occurs within the first six (6) billing cycles of a new account, the account holder's average monthly consumption shall be calculated using one of the following methods:
    a. based off of the active number of billing cycles, excluding the first, if available.
    b. based on a daily average usage, if available, multiplied by 30 days with the daily average being determined after repairs have been made
    c. based on the previous account holder's monthly average usage, if available.
    d. If none of the above are available, it shall be determined after the account holder establishes a monthly average, after repairs have been made.
2. The calculated water credit must be equal to or exceed $50.00 for the billing period in question and shall be calculated as follows:
    a. *Potable water*:
        i. Charges for consumption used at/below the monthly average shall be calculated according to the current rate structure for the period.
        ii. Charges for consumption used over the monthly average shall be re-calculated at the Wholesale Tier 1 rate equal to the expense that the City incurs for treatment and delivery of water service for the period.
        iii. Bill **minus** base rate **minus** calculated monthly average consumption **minus** re-calculated consumption over monthly average = credit.
    b. *Reclaimed water*:
        i. (Billed gallons minus base rate gallons)/base rate gallons = consumption factor.
        ii. Consumption factor multiplied by base rate = adjusted billing
        iii. Bill minus adjusted billing minus base rate = credit
        iv. Bill minus credit = new adjusted bill amount.
        Note: Account holders served by a reclaimed water utility other than the City of Cocoa must contact the governing reclaimed water utility body to determine their policy on adjustment.
3. The following items do not qualify for a water credit:
    a. Pool fills, including those necessitated by pool repairs/resurfacing.
    b. Landscape/beautification.
    c. Any meter that has been tampered with including non-authorized meter connection, by-passing the meter, or altering its function, does not qualify.
    d. Unexplained water loss during the construction phase or remodeling.
4. Sewer consumption may be adjusted to the account holder's previous 6-month average if the excess water did not go through the sewer system. Note: Account holders served by a sewer utility other than the City of Cocoa must contact the governing sewer utility body to determine their policy on adjustments.
5. A billing adjustment shall be allowed for no more than two consecutive months of excessive usage, on an account. All commercial accounts will be limited to a maximum of two (2) excessive use billing adjustments within five (5) consecutive years since the first adjustment. All residential and government accounts will not

be limited to a maximum; however, each instance shall be reviewed by City staff to determine the validity of the request as excessive, repetitive leaks or plumbing that isn't corrected will not be eligible for excessive use adjustments.

6. In the event the City of Cocoa declares a state of emergency due to a natural disaster event, such as a hurricane, the eligibility criteria for a high consumption water credit shall be amended for the billing cycle that includes the date(s) of the event and one additional billing cycle post event for a maximum of two billing cycles. All other conditions and eligibility criteria shall remain in effect with the exceptions as follows:
    a. The calculated credit does not have to exceed $50.00.
    b. An approved high consumption adjustment will not count towards the lifetime maximum for any account holder, regardless of account type.
    c. The High Consumption Credit Processing Fee shall be waived.

Any deviation from current City policies and/or procedures by City staff that causes an unnecessary, prolonged, or excessive water leak, resulting in high metered consumption, may be considered for an additional adjustment authorized by City management reviewed on a case by case basis. The adjustment will only be applicable to the amount of water lost within the timeframe the City deviated from policy/procedure.

Stuck Meter*:* Often the symptom of a stuck meter is a few months of no water consumption recorded on an active account. In the event the City believes a meter may be malfunctioning or stuck and under registering water consumption a maintenance crew may be sent to test and/or evaluate the meter and the customer contacted for a status on occupancy. If the meter is determined by City staff to be stuck it will be replaced and the account holder will be billed their average monthly consumption charges for any or all the 12 preceding months they were previously billed zero or no consumption. The City makes every reasonable attempt to detect a stuck meter as soon as possible; however, it can be difficult for the City to determine if the zero or no consumption is due to vacancy or meter malfunction. A commercial property may have a compound meter installed. A compound meter is comprised of two separate meters, the larger meter (TGAL) measures the high flow while the smaller meter (CGAL) registers the low flow. Each meter registers or records only the water that passed through each of them individually; however, for purposes of bill calculation the consumption recorded from each meter is added together and amounts to the total consumption each month. At times one of the meter registers on a compound meter may stop recording consumption while the other is still working and measuring the portion of the consumption that passed through the functioning register. For example, if the low flow meter register stops registering consumption any low flow water passing through the meter will be unregistered while any high flow water passing through the high flow meter is recorded. This scenario will cause the consumption to be billed from only one of the registers, and at time may appear to be a reduction in the customer's average consumption. Alternatively, when the stuck meter is repaired the register will begin again recording consumption that may appear to be high consumption when it's really normal consumption within the customer's average prior to one of the compound meters becoming stuck. Therefore, the City depends on the customer to inform the Customer Service Division if he/she is billed zero or a reduced amount of consumption on an active account when they believe they should be billed otherwise for water use.

H. Utility Debt Collection

The City is authorized to collect delinquent utility fees as promulgated in the City of Cocoa Code of Ordinances Section 22-18.

Utility Collections*:* In the event an account holder has an outstanding balance on another account, the outstanding balance will be transferred to the current account. All delinquency procedures and service charges will apply. Per City of Cocoa Ordinance Section 22-18, the City shall be entitled to recover all costs, including but not limited to, reasonable attorney's fees and/or collection service charges, incurred in collecting delinquent utility fees and charges.

Any fee or charge due to the City which is not paid may be recovered by referring the account to a third-party collection agency and/or bringing an action at law. In addition to any other remedies or penalties provided in this section, failure of any user of the City's utility system to pay said charges promptly when due shall subject such user to discontinuance of such service. The City Manager or the City Manager's designee is hereby empowered and directed to enforce this provision as to any and all delinquent users.

In accordance with the Telephone Consumer Protection Act (TCPA), the account holder agrees, in order for the City to service a utility account or to collect any amounts you may owe, the City may contact the customer by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges. We may also contact the customer by sending text messages or emails, using any email address provided to the City. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable. By contracting service, the account holder agrees that the City of Cocoa may contact him/her as described above.

Utility Liens*:* All past due and outstanding utilities rates, fees, and charges assessed shall be a lien upon the property with which such rates, fees, and charges are associated, in accordance with Florida Statute Chapter 153.67 and 159.17. The owner of every building, premise, lot, or house shall be obligated to pay the fee for all services provided to his/her premises, which obligation may be enforced by the City by action of law or suit to enforce the lien in the same manner as the foreclosure of mortgages. In the event of such action, the City shall be entitled to recover all court costs and reasonable attorney fees for such collection. In the case that a tenant in possession of any premises or building shall pay said charges, it shall relieve the land owner from such obligation and lien; but the City shall not be required to seek payment from any person whatsoever other than the owner for the payment of such charges.

Utility lien search requests may be submitted online through the City's municipal lien search vendor, Orange Lien Data, at https://order.orangelien.com/index/login.html. Lien search fees shall be payable, at the time of request, to Orange Lien for each request.

I. Internal Audits and Evaluations

Processes, policies, and procedures shall be reviewed internally and this document updated to address any additional changes in current practices that may be found.

Section 7 - Appendix

City of Cocoa Utilities Technical Provisions and Standards Detail

Utility Service Request Terms & Conditions Addendum

Bacteriological Testing Procedures by Private Laboratories

Reclaimed Water Application

Application for Utility Services

Letter of Authorization

Utility Customer Public Records Exemption Request

Residential Discount & Exemption Application

Automatic Debits (ACH) Agreement

Relinquishing Deposits Authorization

Account Holder Contact Update

Property Owner Request to Terminate Utility Service

Excessive Water Consumption Checklist

High Consumption Water-Sewer Credit Application

Consent to Verify Meter Calibration

Utility Water Customer Contact Complaint

City of Cocoa Code of Ordinances

Schedule A – Utility Rates, Fees, and Charges

Schedule B – Miscellaneous Rates, Fees, and Charges

Schedule C – Solid Waste Rates, Fees, and Charges

Florida Statute Chapter 119

Florida Statute Chapter 119.071

Florida Statute Chapter 153.67

Florida Statute Chapter 153.83

Florida Statute Chapter 159.18

Florida Statute Chapter 180.135

Florida Statute Chapter 812.14

Utility Service Rates & Charges

(updated April 2021)

Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits (10%)
5/8 x 3/4 inch	$14.80	$16.28
1 inch	$34.27	$37.70
1.5 inch	$79.70	$87.67
2 inch	$125.13	$137.64
3 inch	$284.13	$312.54
4 inch	$488.56	$537.41
6 inch	$1,040.19	$1,144.21
8 inch	$1,818.96	$2,000.86
10 inch	$2,727.53	$3,000.28

Sewer Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 "	$17.75	$22.19
1 inch	$41.50	$51.87
1.5 inch	$96.90	$121.13
2 inch	$152.31	$190.38
3 inch	$346.23	$432.79
4 inch	$595.56	$744.44
6 inch	$1,268.34	$1,585.43
8 inch	$2,218.16	$2,772.70
10 inch	$3,326.28	$4,157.85

Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier	4th Tier
Inside Cocoa City Limits	$3.42	$6.74	$9.58	$12.49
Outside Cocoa City Limits	$3.76	$7.41	$10.54	$13.74
5/8 x 3/4 inch meter	0-5	6-10	11-20	over 20
1 inch meter	0-13	14-25	26-50	over 50
1.5 inch meter	0-43	44-85	86-170	over 170
2 inch meter	0-100	101-200	201-400	over 400
3 inch meter	0-300	301-600	601-1200	over 1200
4 inch meter	0-425	426-850	851-1700	over 1700
6 inch meter	0-3250	3251-6500	6501-13000	over 13000
8 inch meter	0-10000	10001-20000	20001-40000	over 40000
10 inch meter	0-21000	21001-42000	42001-84000	over 84000

Sewer Service Monthly Consumption Rate (per 1,000 gallons)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
All sizes (residential service caps at 12,000 gallons)	$7.19	$8.99

Reclaimed Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 inch	$9.05	$11.31
1 inch	$9.05	$11.31
1.5 inch	$54.29	$67.87
2 inch	$85.96	$107.45
3 inch	$196.81	$246.01
4 inch	$339.33	$424.16

Reclaimed Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier
Inside Cocoa City Limits	Included in base	$0.66	$0.96
Outside Cocoa City Limits	Included in base	$0.83	$1.20
5/8 x 3/4 inch meter	0-30	31-60	61+
1 inch meter	0-30	31-60	61+
1.5 inch meter	0-150	151-300	301+
2 inch meter	0-200	201-400	401+
3 inch meter	0-800	801-1600	1601+
4 inch meter	0-1200	1201-2400	2401+

Public Fire Protection Monthly Rate

	Inside City Limits (Incorporated Areas)	Outside City Limits (Unincorporated Areas)
Public Hydrant	$25.89/hydrant	$2.56/account

Private Fire Protection Rate

Meter Size	Inside Cocoa City Limits		Outside Cocoa City Limits	
	Monthly	Yearly	Monthly	Yearly
Up to 4” private fire main	$69.03	$788.88	$75.92	$867.60
Up to 6” private fire main	$84.60	$966.84	$93.07	$1063.68
Up to 8” private fire main	$110.37	$1261.32	$121.41	$1387.56
Up to 10” private fire main	$136.12	$1555.68	$149.74	$1711.32

Utility Impact & Connection Fees

Water Service Impact Fee

Meter Size	ERC	Reclaimed Water Not Available	Reclaimed Water Available
5/8 x 3/4 inch (SFR only)	1.00	$1,750	$1,300
5/8 x 3/4 inch (not SFR)	1.00	$1,750	$1,750
1 inch	2.50	$4,375	$4,375
1.5 inch	6.00	$10,500	$10,500
2 inch	9.50	$16,625	$16,625
3 inch	21.75	$38,062.50	$38,062.50
4 inch	37.50	$65,625	$65,625
6 inch	80.00	$140,000	$140,000
8 inch	140.00	$245,000	$245,000
10 inch	210.00	$367,500	$367,500
Unit Description	ERC/unit	Reclaimed Water Not Available	Reclaimed Water Available
Single Family Residence	1.00	$1,750	$1,300
Apartment or Condo: 1 Bath	0.80	$1,400	$1,400
Apartment or Condo: 2 or more Bath	1.00	$1,750	$1,750
Hotel/Motel	0.60	$1,050	$1,050

South Mainland Water Connection Fee

129A	$887.98 per ERC
129B	$789.77 per ERC

Sewer Service Impact Fee

Sewer Impact Fee	$1,250 per ERC
Sewer Force Main Fee	$1,450 per ERC

Reclaimed Water Service Connection Fee

Meter Size	Connection Charge
5/8 x 3/4 inch	$301
1 inch	$425
1.5 inch	$700
2 inch	$1,000

Utility Field Service & Installation Fees & Charges

Water Service Line Installation Charge

Short Service	
3/4" short service line only	$610
1" short service line only	$650
Long Service	
3/4" long service line only	$890
1" long service line only	$950
Open Cut	estimated by Engineering Division

Meter Installation/Replacement Charges

Meter Size	
5/8 x 3/4 inch	$320
1 inch	$390
1.5 inch	$610
2.0 inch	$720

Meter Relocation/Adjustment Charges

Meter Size	
5/8 x 3/4 inch	$310
1 inch	$350
> 1 inch	requires estimate from Engineering

Other Installation Charges

	Installation/ Relocation Charge	Refundable Deposit
Spray Truck Meter Installation Charge	$330	$750
Temporary 3" Jumper Meter Installation Charge	$70	$750
Temporary 2" Construction Meter Installation Charge (all water used will be billed at the tier 1 rate)	$70	$750
Fire Hydrant Maintenance Charge	$90	N/A

Miscellaneous Field Service Fees & Charges

Plan Review and Construction Inspection Charge	$580
Hydrant Residual Flow Test Charge	$120
Fire Line Painting Charge	$230
Meter Station Painting Charge	$230
Meter Calibration Testing Charge (5/8 x 3/4 inch to 2 inch)	$65
Meter Calibration Testing Charge (3 inch and larger)	$120
Service Call Fee (during regular business hours)	$32
After Hours Reconnection Fee	$76
Meter Access Fee	$31
Meter Access Tow Charge	$75
Data Log Report (only available on digital/smart meters)	$35

Utility Field Service & Installation Fees & Charges
(continued)

Backflow Prevention Assembly Installation Charge

Reduced Pressure		Double Check		Dual Check	
Meter Size	Charge	Meter Size	Charge	Meter Size	Charge
5/8 x ¾ inch	$405	5/8 x ¾ inch residential	$200	5/8 x ¾ inch	$40
1 inch	$440	5/8 x ¾ inch non-residential	$280	1 inch	$50
1.5 inch	$740	1 inch	$380		
2 inch	$880	1.5 inch	$590		
		2 inch	$760		
Note: Larger meters and other installations are estimated on a case by case basis					

Backflow Prevention Assembly Testing & Maintenance Charge
(Non-residential accounts/billed monthly)

Meter Size	Monthly Charge
5/8 x 3/4 inch to 2 inch	$5.42
3 inch to 10 inch	$14.60

Other Utility Rates & Monthly Service Charges

Grease Trap	$8.34
Public Service Tax	10% of water charges

Utility Administrative Fees & Charges

Administrative Fees & Charges	
Service Initiation Fee (next business day)	$45
Service Initiation Fee (same day, if available & unauthorized consumption owner meter bills)	$90
Credit Screening Fee	Actual cost or $5 minimum
Convenience Fee	$2.99 per transaction if transaction < = $300 2.65% per transaction if transaction > $300 Per transaction limit = $5,000
Late Fee	$5 or 1.5% per month (whichever is greater) 18% per annum
Credit Balance Refund Fee	$25
Returned Payment Fee	$25 if payment value < = $50 $30 if payment value > $50 and <= $300 $40 or 5% (whichever is greater) if payment value < $300
Collection Fee	33% of account balance
Utility Lien Processing & Recording Fee	$50
Utility Lien Search Fee	$45 rushed service with account history
Billing Service Charge	$1.12/month for the 1st service; $0.48/month for each additional service
High Consumption Credit Application Processing Fee	$5
Delinquency Processing Fee	$50
City of Cocoa Garbage Discount	$1

Tampering and Theft of Service Fees & Charges	
Lock Fee	$60
Tampering Fee	$150 first instance, $300 second instance, $500 third instance (same customer/same location)
Meter Removal Charge	$300 each instance
Illegal Connection Fee	Estimated usage (minimum 100,000 gallons) on size of meter intended for service line plus incidental costs

Utility Deposits

Water			Sewer
Meter Size	Residential	Commercial	All Classes
5/8 x 3/4 inch	$60	6 month average x 2.5	$100
1 inch	$70		$100
1.5 inch	$120		$100
2 inch	$170		$100
3 inch	$220		$100
4 inch	$270		$100
6 inch	$320		$100
8 inch	$370		$100

Utility Impact & Connection Fees

Water Service Impact Fee			
Meter Size	ERC	Reclaimed Water Not Available	Reclaimed Water Available
5/8 x 3/4 inch (SFR only)	1.00	$1,750	$1,300
5/8 x 3/4 inch (not SFR)	1.00	$1,750	$1,750
1 inch	2.50	$4,375	$4,375
1.5 inch	6.00	$10,500	$10,500
2 inch	9.50	$16,625	$16,625
3 inch	21.75	$38,062.50	$38,062.50
4 inch	37.50	$65,625	$65,625
6 inch	80.00	$140,000	$140,000
8 inch	140.00	$245,000	$245,000
10 inch	210.00	$367,500	$367,500
Unit Description	ERC/unit	Reclaimed Water Not Available	Reclaimed Water Available
Single Family Residence	1.00	$1,750	$1,300
Apartment or Condo: 1 Bath	0.80	$1,400	$1,400
Apartment or Condo: 2 or more Bath	1.00	$1,750	$1,750
Hotel/Motel	0.60	$1,050	$1,050

South Mainland Water Connection Fee	
129A	$887.98 per ERC
129B	$789.77 per ERC

Sewer Service Impact Fee	
Sewer Impact Fee	$2,500 per ERC
Sewer Force Main Fee	$1,450 per ERC

Reclaimed Water Service Connection Fee	
Meter Size	Connection Charge
5/8 x 3/4 inch	$301
1 inch	$425
1.5 inch	$700
2 inch	$1,000

Utility Field Service & Installation Fees & Charges

Water Service Line Installation Charge

Short Service	
3/4" short service line only	$610
1" short service line only	$650
Long Service	
3/4" long service line only	$890
1" long service line only	$950
Open Cut	estimated by Engineering Division

Meter Installation/Replacement Charges

Meter Size	
5/8 x 3/4 inch	$320
1 inch	$390
1.5 inch	$610
2.0 inch	$720

Meter Relocation/Adjustment Charges

Meter Size	
5/8 x 3/4 inch	$310
1 inch	$350
> 1 inch	requires estimate from Engineering

Other Installation Charges

	Installation/ Relocation Charge	Refundable Deposit
Spray Truck Meter Installation Charge	$330	$750
Temporary 3" Jumper Meter Installation Charge	$70	$750
Temporary 2" Construction Meter Installation Charge (all water used will be billed at the tier 1 rate)	$70	$750
Fire Hydrant Maintenance Charge	$90	N/A

Miscellaneous Field Service Fees & Charges

Plan Review and Construction Inspection Charge	$580
Hydrant Residual Flow Test Charge	$120
Fire Line Painting Charge	$230
Meter Station Painting Charge	$230
Meter Calibration Testing Charge (5/8 x 3/4 inch to 2 inch)	$65
Meter Calibration Testing Charge (3 inch and larger)	$120
Service Call Fee (during regular business hours)	$32
After Hours Reconnection Fee	$76
Meter Access Fee	$31
Meter Access Tow Charge	$75
Data Log Report (only available on digital/smart meters)	$35

Utility Field Service & Installation Fees & Charges
(continued)

Backflow Prevention Assembly Installation Charge

Reduced Pressure		Double Check		Dual Check	
Meter Size	Charge	Meter Size	Charge	Meter Size	Charge
5/8 x ¾ inch	$405	5/8 x ¾ inch residential	$200	5/8 x ¾ inch	$40
1 inch	$440	5/8 x ¾ inch non-residential	$280	1 inch	$50
1.5 inch	$740	1 inch	$380		
2 inch	$880	1.5 inch	$590		
		2 inch	$760		
Note: Larger meters and other installations are estimated on a case by case basis					

Backflow Prevention Assembly Testing & Maintenance Charge
(Non-residential accounts/billed monthly)

Meter Size	Monthly Charge
5/8 x 3/4 inch to 2 inch	$5.42
3 inch to 10 inch	$14.60

Other Utility Rates & Monthly Service Charges

Grease Trap	$8.34
Public Service Tax	10% of water charges

Utility Administrative Fees & Charges

Administrative Fees & Charges	
Service Initiation Fee (next business day)	$45
Service Initiation Fee (same day, if available & unauthorized consumption owner meter bills)	$90
Credit Screening Fee	Actual cost or $5 minimum
Convenience Fee	$2.99 per transaction if transaction < = $300 2.65% per transaction if transaction > $300 Per transaction limit = $5,000
Late Fee	$5 or 1.5% per month (whichever is greater) 18% per annum
Credit Balance Refund Fee	$25
Returned Payment Fee	$25 if payment value < = $50 $30 if payment value > $50 and <= $300 $40 or 5% (whichever is greater) if payment value < $300
Collection Fee	33% of account balance
Utility Lien Processing & Recording Fee	$50
Utility Lien Search Fee	$45 rushed service with account history
Billing Service Charge	$1.12/month for the 1st service; $0.48/month for each additional service
High Consumption Credit Application Processing Fee	$5
Delinquency Processing Fee	$50
City of Cocoa Garbage Discount	$1

Tampering and Theft of Service Fees & Charges	
Lock Fee	$60
Tampering Fee	$150 first instance, $300 second instance, $500 third instance (same customer/same location)
Meter Removal Charge	$300 each instance
Illegal Connection Fee	Estimated usage (minimum 100,000 gallons) on size of meter intended for service line plus incidental costs

Utility Deposits

	Water		Sewer
Meter Size	Residential	Commercial	All Classes
5/8 x 3/4 inch	$60	6 month average x 2.5	$100
1 inch	$70		$100
1.5 inch	$120		$100
2 inch	$170		$100
3 inch	$220		$100
4 inch	$270		$100
6 inch	$320		$100
8 inch	$370		$100

Utility Impact & Connection Fees

Water Service Impact Fee			
Meter Size	ERC	Reclaimed Water Not Available	Reclaimed Water Available
5/8 x 3/4 inch (SFR only)	1.00	$1,750	$1,300
5/8 x 3/4 inch (not SFR)	1.00	$1,750	$1,750
1 inch	2.50	$4,375	$4,375
1.5 inch	6.00	$10,500	$10,500
2 inch	9.50	$16,625	$16,625
3 inch	21.75	$38,062.50	$38,062.50
4 inch	37.50	$65,625	$65,625
6 inch	80.00	$140,000	$140,000
8 inch	140.00	$245,000	$245,000
10 inch	210.00	$367,500	$367,500
Unit Description	ERC/unit	Reclaimed Water Not Available	Reclaimed Water Available
Single Family Residence	1.00	$1,750	$1,300
Apartment or Condo: 1 Bath	0.80	$1,400	$1,400
Apartment or Condo: 2 or more Bath	1.00	$1,750	$1,750
Hotel/Motel	0.60	$1,050	$1,050

South Mainland Water Connection Fee	
129A	$887.98 per ERC
129B	$789.77 per ERC

Sewer Service Impact Fee	
Sewer Impact Fee	$2,500 per ERC
Sewer Force Main Fee	$1,450 per ERC

Reclaimed Water Service Connection Fee	
Meter Size	Connection Charge
5/8 x 3/4 inch	$301
1 inch	$425
1.5 inch	$700
2 inch	$1,000

Utility Field Service & Installation Fees & Charges

Water Service Line Installation Charge	
Short Service	
3/4" short service line only	$720
1" short service line only	$780
Long Service	
3/4" long service line only	$1,090
1" long service line only	$1,190
Open Cut	estimated by Engineering Division

Meter Installation/Replacement Charges	
Meter Size	
5/8 x 3/4 inch	$380
1 inch	$460
1.5 inch	$660
2.0 inch	$790

Meter Relocation/Adjustment Charges	
Meter Size	
5/8 x 3/4 inch	$360
1 inch	$380
> 1 inch	requires estimate from Engineering

Other Installation Charges	Installation/ Relocation Charge	Refundable Deposit
Spray Truck Meter Installation Charge	$340	$750
Temporary 3" Jumper Meter Installation Charge	$90	$750
Temporary 2" Construction Meter Installation Charge (all water used will be billed at the tier 1 rate)	$90	$750
Fire Hydrant Maintenance Charge	$90	N/A

Miscellaneous Field Service Fees & Charges	
Plan Review and Construction Inspection Charge	$660
Hydrant Residual Flow Test Charge	$140
Fire Line Painting Charge	$230
Meter Station Painting Charge	$230
Meter Calibration Testing Charge (5/8 x 3/4 inch to 2 inch)	$70
Meter Calibration Testing Charge (3 inch and larger)	$140
Service Call Fee (during regular business hours)	$34
After Hours Reconnection Fee	$77
Meter Access Fee	$32
Meter Access Tow Charge	$75
Data Log Report (only available on digital/smart meters)	$40

Utility Field Service & Installation Fees & Charges
(continued)

Backflow Prevention Assembly Installation Charge					
Reduced Pressure		Double Check		Dual Check	
Meter Size	Charge	Meter Size	Charge	Meter Size	Charge
5/8 x ¾ inch	$410	5/8 x ¾ inch residential	$240	5/8 x ¾ inch	$80
1 inch	$450	5/8 x ¾ inch non-residential	$280	1 inch	$100
1.5 inch	$790	1 inch	$390		
2 inch	$960	1.5 inch	$590		
		2 inch	$780		
Note: Larger meters and other installations are estimated on a case by case basis					

Backflow Prevention Assembly Testing & Maintenance Charge (Non-residential accounts/billed monthly)	
Meter Size	Monthly Charge
5/8 x 3/4 inch to 2 inch	$5.42
3 inch to 10 inch	$14.60

Other Utility Rates & Monthly Service Charges	
Grease Trap	$8.34
Public Service Tax	10% of water charges

Utility Administrative Fees & Charges

Administrative Fees & Charges	
Service Initiation Fee (next business day)	$45
Service Initiation Fee (same day, if available & unauthorized consumption owner meter bills)	$90
Credit Screening Fee	Actual cost or $5 minimum
Convenience Fee	$2.99 per transaction if transaction < = $300 2.65% per transaction if transaction > $300 Per transaction limit = $5,000
Late Fee	$5 or 1.5% per month (whichever is greater) 18% per annum
Returned Payment Fee	$25 if payment value < = $50 $30 if payment value > $50 and <= $300 $40 or 5% (whichever is greater) if payment value < $300
Collection Fee	33% of account balance
Utility Lien Processing & Recording Fee	$50
Utility Lien Search Fee	$45 rushed service with account history
Billing Service Charge	$1.12/month for the 1st service; $0.48/month for each additional service
High Consumption Credit Application Processing Fee	$10
Delinquency Processing Fee	$60
City of Cocoa Garbage Discount	$1

Tampering and Theft of Service Fees & Charges	
Lock Fee	$70
Tampering Fee	$150 first instance, $300 second instance, $500 third instance (same customer/same location)
Meter Removal Charge	$300 each instance
Illegal Connection Fee	Estimated usage (minimum 100,000 gallons) on size of meter intended for service line plus incidental costs

Utility Deposits

Water			Sewer
Meter Size	Residential	Commercial	All Classes
5/8 x 3/4 inch	$60	6 month average x 2.5	$100
1 inch	$70		$100
1.5 inch	$120		$100
2 inch	$170		$100
3 inch	$220		$100
4 inch	$270		$100
6 inch	$320		$100
8 inch	$370		$100

Utility Impact & Connection Fees

Water Service Impact Fee			
Meter Size	ERC	Reclaimed Water Not Available	Reclaimed Water Available
5/8 x 3/4 inch (SFR only)	1.00	$1,750	$1,300
5/8 x 3/4 inch (not SFR)	1.00	$1,750	$1,750
1 inch	2.50	$4,375	$4,375
1.5 inch	6.00	$10,500	$10,500
2 inch	9.50	$16,625	$16,625
3 inch	21.75	$38,062.50	$38,062.50
4 inch	37.50	$65,625	$65,625
6 inch	80.00	$140,000	$140,000
8 inch	140.00	$245,000	$245,000
10 inch	210.00	$367,500	$367,500
Unit Description	ERC/unit	Reclaimed Water Not Available	Reclaimed Water Available
Single Family Residence	1.00	$1,750	$1,300
Apartment or Condo: 1 Bath	0.80	$1,400	$1,400
Apartment or Condo: 2 or more Bath	1.00	$1,750	$1,750
Hotel/Motel	0.60	$1,050	$1,050

South Mainland Water Connection Fee	
129A	$887.98 per ERC
129B	$789.77 per ERC

Sewer Service Impact Fee	
Sewer Impact Fee	$2,500 per ERC
Sewer Force Main Fee	$1,450 per ERC

Reclaimed Water Service Connection Fee	
Meter Size	Connection Charge
5/8 x 3/4 inch	$301
1 inch	$425
1.5 inch	$700
2 inch	$1,000

Utility Field Service & Installation Fees & Charges

Water Service Line Installation Charge	
Short Service	
3/4" short service line only	$840
1" short service line only	$915
Long Service	
3/4" long service line only	$1,300
1" long service line only	$1,440
Open Cut	estimated by Engineering Division

Meter Installation/Replacement Charges	
Meter Size	
5/8 x 3/4 inch	$450
1 inch	$530
1.5 inch	$710
2.0 inch	$850

Meter Relocation/Adjustment Charges	
Meter Size	
5/8 x 3/4 inch	$400
1 inch	$400
> 1 inch	requires estimate from Engineering

Other Installation Charges	Installation/ Relocation Charge	Refundable Deposit
Spray Truck Meter Installation Charge	$350	$750
Temporary 3" Jumper Meter Installation Charge	$100	$750
Temporary 2" Construction Meter Installation Charge (all water used will be billed at the tier 1 rate)	$100	$750
Fire Hydrant Maintenance Charge	$90	N/A

Miscellaneous Field Service Fees & Charges	
Plan Review and Construction Inspection Charge	$750
Hydrant Residual Flow Test Charge	$150
Fire Line Painting Charge	$230
Meter Station Painting Charge	$230
Meter Calibration Testing Charge (5/8 x 3/4 inch to 2 inch)	$75
Meter Calibration Testing Charge (3 inch and larger)	$160
Service Call Fee (during regular business hours)	$36
After Hours Reconnection Fee	$78
Meter Access Fee	$33
Meter Access Tow Charge	$75
Data Log Report (only available on digital/smart meters)	$45

Utility Field Service & Installation Fees & Charges
(continued)

Backflow Prevention Assembly Installation Charge

Reduced Pressure		Double Check		Dual Check	
Meter Size	Charge	Meter Size	Charge	Meter Size	Charge
5/8 x ¾ inch	$415	5/8 x ¾ inch residential	$260	5/8 x ¾ inch	$125
1 inch	$470	5/8 x ¾ inch non-residential	$280	1 inch	$135
1.5 inch	$830	1 inch	$400		
2 inch	$1,030	1.5 inch	$590		
		2 inch	$800		
Note: Larger meters and other installations are estimated on a case by case basis					

Backflow Prevention Assembly Testing & Maintenance Charge
(Non-residential accounts/billed monthly)

Meter Size	Monthly Charge
5/8 x 3/4 inch to 2 inch	$5.42
3 inch to 10 inch	$14.60

Other Utility Rates & Monthly Service Charges

Grease Trap	$8.34
Public Service Tax	10% of water charges

Utility Administrative Fees & Charges

Administrative Fees & Charges	
Service Initiation Fee (next business day)	$45
Service Initiation Fee (same day, if available & unauthorized consumption owner meter bills)	$90
Credit Screening Fee	Actual cost or $5 minimum
Convenience Fee	$2.99 per transaction if transaction < = $300 2.65% per transaction if transaction > $300 Per transaction limit = $5,000
Late Fee	$5 or 1.5% per month (whichever is greater) 18% per annum
Returned Payment Fee	$25 if payment value < = $50 $30 if payment value > $50 and <= $300 $40 or 5% (whichever is greater) if payment value < $300
Collection Fee	33% of account balance
Utility Lien Processing & Recording Fee	$50
Utility Lien Search Fee	$45 rushed service with account history
Billing Service Charge	$1.12/month for the 1st service; $0.48/month for each additional service
High Consumption Credit Application Processing Fee	$15
Delinquency Processing Fee	$70
City of Cocoa Garbage Discount	$1

Tampering and Theft of Service Fees & Charges	
Lock Fee	$80
Tampering Fee	$150 first instance, $300 second instance, $500 third instance (same customer/same location)
Meter Removal Charge	$300 each instance
Illegal Connection Fee	Estimated usage (minimum 100,000 gallons) on size of meter intended for service line plus incidental costs

Utility Deposits

Water			Sewer
Meter Size	Residential	Commercial	All Classes
5/8 x 3/4 inch	$60	6 month average x 2.5	$100
1 inch	$70		$100
1.5 inch	$120		$100
2 inch	$170		$100
3 inch	$220		$100
4 inch	$270		$100
6 inch	$320		$100
8 inch	$370		$100

Legislation Details (With Text)

File #:	21-153	**Version:** 1	**Name:**		
Type:	Ordinance		**Status:**	Public Hearing	
File created:	2/12/2021		**In control:**	City Council	
On agenda:	3/9/2021		**Final action:**		
Title:	Pass on 2nd Reading: Ordinance 01-2021, amending the Future Land Use Map designation of one (1) parcel totaling 0.6 acres from Brevard County “Community Commercial” to City of Cocoa “Industrial”. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 01-2021 FLU Amendment Gem Industries to Industrial (1).pdf Exhibit A - Legal Description.pdf FLU Application and Petition.pdf Gem King St FLU map 12-15-20.pdf Legal Ad Proof - FLUM (Gem Industries).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 12, 2021
Agenda Date: March 9, 2021
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on 2nd Reading: Ordinance 01-2021, amending the Future Land Use Map designation of one (1) parcel totaling 0.6 acres from Brevard County “Community Commercial” to City of Cocoa “Industrial”.

BACKGROUND:

On October 15, 2020, Ordinance 14-2020 was approved by the City Council, annexing one (1) parcel of real property into the City of Cocoa. The subject property for this Future Land Use Map amendment is comprised of 1 individual parcel, consisting of approximately 0.60 acres of developed land. The parcel is owned by Gem Industries, Inc.

The Applicant has petitioned the City for the application of a Future Land Use designation. A map depicting the subject parcel is attached as Exhibit A. The subject property is located primarily west of the intersection of State Road 520 and Cox Road.

The assignment of a City Future Land Use designation must be consistent with the City’s Comprehensive Plan. Policy 1.1.2.10 states that industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products.

Currently, the subject parcel is covered by a Brevard County Future Land Use of Community Commercial. Pursuant to Section 171.062 Florida Statutes, Brevard County land use plan and zoning or subdivision regulations will remain in effect until the City of Cocoa adopts City zoning for the area.

Future Land Use Designation: Current: Brevard County -- Community Commercial -- CC

Proposed: Industrial

Zoning District: Current: Brevard County - Light Industrial -- IU

Proposed: TBD

Existing Land Use: Commercial (Fencing Supply)

Council District: District 3 - Councilmember Rip Dyal

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	PIP (Brevard County)	Manufacturing
South	Community Commercial (Brevard County)	BU-1 (Brevard County)	Vacant Land
East	Community Commercial (Brevard County)	IU (Brevard County)	Retention pond
West	Community Commercial (Brevard County)	TU-2 (Brevard County)	Vacant Land

I. Comprehensive Plan Amendment Analysis

Consistency with Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

(1) Whether the proposed amendment will have a favorable or unfavorable effect on the city's budget, or the economy of the city or the region;

Staff Finding: *Application of a City of Cocoa LDR Future Land Use designation would allow for the industrial use on the property. This would shift the current tax revenue and capital investments from Brevard County to the City of Cocoa.*

(2) Whether the proposed amendment will diminish the level of service of public facilities;

Staff Finding: *The future land use amendment will not negatively impact or diminish the service level of public facilities.*

Potable Water: The subject parcels is served by the City of Cocoa Utilities Department for water service.

Sanitary Sewer: The City of Cocoa sanitary sewer in available in this area.

powered by Legistar™

Solid Waste: The solid waste service to this parcel is provided by a private hauler.

Stormwater Management: The application is subject to the City of Cocoa's stormwater utility program. Said program is now funded by a levy of an annual stormwater utility special assessment. The assessment provides funding to maintain the City's stormwater utility program which provides maintenance for the retention ponds and drainage features in the area.

Transportation: The subject property has an entrance from State Road 520 which is classified as an arterial roadway on Map M-II-2 of the City of Cocoa Comprehensive Plan 2020 - 2030. Overall, there would be minimal effect on the transportation capacity of the immediate area.

(3) Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the city or the region as a result of the proposed amendment;

Staff Finding: The subject property consists of an existing 4,800 square foot building and is completely developed. The proposed FLUM amendment will have no impact on the environment or the natural/historic resources of the city.

(4) Whether the proposed amendment is consistent with and its effect upon the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code;

Staff Finding: The proposed FLUM amendment meets the following goal of the State Comprehensive Plan, Chapter 187.201(15) LAND USE - "In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner". The subject parcel is an already developed property and will place no additional demands upon the city's resources.

This application is also consistent with the East Central Florida region's 2017 Comprehensive Economic Development Strategy - Goal PL2: "Assist with Redevelopment and place making efforts" as it will provide an expanded opportunity for future Industrial and/or commercial growth along an older commercial corridor.

(5) Whether the city is able to provide adequate service from public facilities to the affected property, if the amendment is granted, and whether the amendment will promote the cost/effective use of or unduly burden public facilities below the level of service set in the comprehensive plan;

Staff Finding: Police Protection is provided by the City of Cocoa Police Department. They indicate that they will be able to provide crime prevention and police protection services at the same level of service provided to other City residents and businesses with existing resources.

Fire Protection is provided by the City of Cocoa's Fire Station No. 1 (1740 Dixon Blvd), Back-up service will be provided by Brevard County's Fire Station No. 44 (3785 W. King Street). All

stations will provide Enhanced BLS (Basic Life Support) services and fire prevention and protection services.

(6) Whether the amendment is compatible with surrounding neighborhoods and land use;

Staff Finding: The proposed Future Land Use of Industrial will be consistent with the existing developments in the area by providing an extension of the existing Industrial FLU designation on the west side of Cox Rd. The Industrial FLU category also allows commercial zoning district designations, which are compatible with existing uses along this section of SR 520.

(7) If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The subject property is constant with the following goals of the comprehensive plan: GOAL 1.1: Create and maintain a broad range of activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare and appearance through the thoughtful planned use and development of the land and public facilities. GOAL 13.1: The City shall maintain an ongoing commitment to Intergovernmental Coordination to ensure that the growth management goals of the comprehensive plan will be effectively implemented.

In addition, the designation must be consistent with the specific Comprehensive Plan policies regarding appropriate locations for Industrial:

Policy 1.1.2.10 Industrial (IND). Industrial areas shall be regarded as appropriate for activities associates with industrial development, which can include materials processing, materials assembly, product manufacturing and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals. The following criteria shall be used for determining appropriate locations for industrial land use designations on the future land use map.

A. Industrial areas shall also serve as an area to locate businesses with principal uses and activities which could have adverse secondary effects (i.e., increase crime; neighborhood deterioration and blight; property devaluation; economic deterioration; and health risks) on residential areas, religious establishments, schools, parks, or day care centers located within the City; including, but not limited to adult entertainment establishments.

B. Commercial and office uses that are complementary to and support industrial development and operations may be permitted within industrial designated areas.

C. Future industrial areas should be planned with extensive landscaping, and coordinated parking. Industrial areas shall have immediate access to a two-lane collector and/or two lane arterial.

D. Industrial development shall be designed to minimize the negative impacts on lower intensity land uses through such means as, for example, landscaping and appropriate transitional uses including low scale professional offices or medium density residential development.

(8) Whether the amendment will have a favorable or adverse effect on the ability of people to find

adequate housing reasonably accessible to their places of employment;

> **Staff Finding:** The proposed FLUM amendment will provide a neutral effect on the variety of housing options for the citizens of Cocoa.

(9) Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the region or the city;

Staff Finding: The proposed application will reinforce the positive elements of the City by paving the way for future economic vitality.

STRATEGIC PLAN CONNECTION:

Objective 1.3: Re-establish boundaries for the City through annexations that will result in additional taxable value.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of this item on December 15, 2020.

City Council approved 1st Reading of this ordinance on January 12, 2021.

RECOMMENDED MOTION:

Pass on 2nd Reading: Ordinance 01-2021, amending the Future Land Use Map designation of one (1) parcel totaling 0.6 acres from Brevard County “Community Commercial” to City of Cocoa “Industrial”.

ORDINANCE NO. 01-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF 0.60 ACRES, MORE OR LESS, ON STATE ROAD 520, WEST OF COX ROAD AND EAST OF TOWNSEND ROAD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "COMMUNITY COMMERCIAL" TO CITY OF COCOA "INDUSTRIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on December 15, 2020, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder with the condition as described herein; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY

ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Map.** The City of Cocoa's Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of the real property legally described and depicted on **Exhibit A** from Brevard County "Community Commercial" to City of Cocoa "Industrial." Exhibit A is attached hereto and fully incorporated herein by this reference.

Section 5. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Incorporation into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after adoption. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued or commenced before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2020.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, **MMC, City Clerk**

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LEGAL DESCRIPTION FOR THE CITY OF COCOA, FLORIDA, FOR 4050 KING STREET

A parcel of land lying in the South ½ of the South 1/2 of the SE¼ of the SE¼ of Section 26, Township 24 South, Range 35 East, Brevard County, Florida, said parcel is bonded on the North by the lands descried in Official Records Book 7971 at Page 1279, bounded on the South by KING STREET (STATE ROAD 520), bounded on the West by Official Records Book3162 at Page 4879, bounded on the East by Official Records Book 6114 at Page 2685 and bounded on the East (also) by Official Records Book 5904 at Page 2647, all of the Public Records of Brevard County, the same being more particularly as follows:

TOWIT

Begin at the Northwest corner of the lands described in the aforesaid Official Records Book 6114 at Page 2685, the same point lies on the South line of the lands described in Official Records Book 7971 at Page 1279; thence run S 89'27'49" W along the South line thereof for 99.96 feet to the Northeast corner of the lands described in Official Records Book 3162 at Page 4879; thence run S 00'00'02"W along the East line thereof for 267.70 feet to a point on the North right of way line of KING STREET (STATE ROAD 520); thence run S 89'55'02" E along the North line thereof for 100.03 feet to the Southwest corner of the lands described in Official Records Book 5904 at Page 2647; thence run N 00'01'51" W along the West line thereof for 165.78 feet to the Southwest corner of the lands described in Official Records Book 6114 at Page 2686; thence run N 00'01'51" W along the West line thereof for 103.00 feet to the Point of Beginning

Application # **PZ** -_____- _____

Serving the Community

COMPREHENSIVE PLAN AMENDMENT / DEVELOPMENT OF REGIONAL IMPACT APPLICATION

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board/ Local Planning Agency and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Type of Application:**

- [✓] Small-scale Comprehensive Plan map amendment
- [ ] Large-scale Comprehensive Plan map amendment
- [ ] Large-scale Comprehensive Plan text amendment
- [ ] Emergency Comprehensive Plan amendment
- [ ] Development of Regional Impact (DRI)

2. **Existing Future Land Use Category (*if applicable*):** NA
3. **Proposed Future Land Use Category (*if applicable*):** City of Cocoa Industrial
4. **Existing Zoning Category (*if applicable*):** Industrial Light – Code of Ordinance 62-1543
5. **Proposed Zoning Category (*separate application*):** NA
6. **DRI Statutory Thresholds Being Exceeded (*if applicable*):** NA
7. **Proposed text amendment policies (*if applicable*):** NA
8. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

Company (if applicable): Gem Industries Incorporated

Name: Ann Miner

Mailing Address: 370 Cox RD

City: Cocoa State: FL Zip Code: 32926

Phone #: 321-631-3977 Fax #: 321-631-8464

Mobile #: 321-302-8985 E-mail: aminer@gemindustriesincorporated.com

9. **Property Owner Information:** * *Check here if same as Applicant* ⓪ ☐
* *If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): Gem Industries Incorporated

Name: Ann Miner

Mailing Address: 370 Cox RD

City: Cocoa State: FL Zip Code: 32926

Phone #: 321-631-3977 Fax #: 321-631-8464

Mobile #: 321-302-8985 E-mail: aminer@gemindustriesincorporated.com

10. **Applicant's Representatives:** * *If more than three other representatives, attach additional sheet with names and addresses.*

Company (if applicable): Gem Industries Incorporated

Name: Ann Miner

Mailing Address: 370 Cox RD

City: Cocoa State: FL Zip Code: 32926

Phone #: 321-631-3977 Fax #: 321-631-8464

Mobile #: 321-302-8985 E-mail: aminer@gemindustriesincorporated.com

Company (if applicable):

Name:

Mailing Address:

City: State: Zip Code:

Phone #: Fax #:

Mobile #: E-mail:

Company (if applicable):

Name:

Mailing Address:

City: State: Zip Code:

Phone #: Fax #:

Mobile #: E-mail:

11. Property Information (if applicable):

Street Address and Location: 4050 W King Street Cocoa FL 32926

Parcel ID:
24-35-26-00-763.1

Tax Account Numbers:

2408037

Land Area: _____ square feet or 0.6 acres

Existing Use(s) on Property: vacant

Proposed Use(s) on Property: office space with some material and truck storage

12. Please submit the following items in order complete the application:

a. ☐ Notarized application.

b. ✓ List of owners within 500 feet. A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to obtain these materials from the following for a nominal fee:

Brevard County Planning and Zoning, Attn: Graphics.
Brevard County Government Center, Building A
2725 Judge Fran Jamieson Way
Viera, FL 32940
Phone: (321) 633-2060 Fax: (321) 633-2152

c. ✓ Petition. Complete the Comprehensive Plan Amendment/ Development of Regional Impact petition form.
A sample "Petition" form is available from the City.

d. ☐ Application fee. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

e. ✓ Proof of ownership. A copy of the most recent recorded warranty deed is required.

f. ⊗ Letter of authorization. If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

g. ✓ Corporate documents. If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

h. ✓ **Certified boundary survey. Submit a boundary survey certified to the City of Cocoa showing all existing structures and all proposed structures.**

i. ✓ **Legal description. Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.**

j. ✗ **A general description of the proposed amendment to the comprehensive development plan, explaining why the amendment is necessary or appropriate.**

k. ⊗ **An analysis of the fiscal impact of the proposed amendment on the city's finances, if any.**

l. ⊗ **An analysis of the impact of the amendment on all public facilities, if any.**

m. ⊗ **An analysis of the impact of the amendment on the environment and natural and historical resources, if any.**

n. ✓ An analysis of the degree of consistency of the proposed amendment with city's comprehensive plan. (See Attached Petition question D)

o. ✓ An analysis of the impact upon the city's ability to provide adequate public facilities and maintain the existing level of service for public facilities as identified in the comprehensive plan, if the amendment is granted. (See Attached Petition question E)

p. ✓ **If the application involves a specific parcel of real property, a statement regarding compatibility of the amendment with surrounding neighborhoods and land uses.** (See Attached Petition question F)

q. ⊗ **A statement regarding the proposed amendment's impact upon any other provisions in the comprehensive plan, and whether an internal inconsistency between provisions might be created.**

r. ⊗ **Consistent with Future Land Use Element Policies 1.1.2 G(6)(C) and H(5)(C), the following are required if the applicant is proposing to designate (or expand) new Commercial or Neighborhood Commercial areas:**

1. **Land Use Compatibility Study**
2. **Transportation Study**
3. **Market Study**

s. ⊗ **Additional information (optional). Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.**

13. **Application filing deadline. The application filing deadline for Small-scale and Emergency Comprehensive Plan amendments and Developments of Regional Impact is on the second Tuesday of each month for public hearings that are held two (2) months later. The application filing deadline for Large-Scale Comprehensive Plan amendments is the second Tuesday of January and June of each year for public hearings that are held in March and August, respectively.**

14. **Application filing procedure. This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.**

Public hearings process information – please read this!

15. **Dates and locations of public hearings. All applications require one hearing in front of the Planning & Zoning Board/ Local Planning Agency and two hearings in front of the City of Cocoa Council. All regularly scheduled Planning & Zoning Board/ Local Planning Agency hearings are held on the second Wednesday of each month at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified. All regularly scheduled City of Cocoa Council meetings are held on the second and fourth Tuesday of each month at 7:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.**

16. **Board types. The Planning & Zoning Board/ Local Planning Agency is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.**

17. **Presence required at the public hearings. The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.**

18. **Preparing for the public hearings. It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.**

19. **Exhibits at public hearings. If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.**

20. **Witnesses at public hearings. For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:**
    a. **The witness has personal knowledge of the fact in which the witness will testify; and/or**
    b. **In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:**
        1. **Layman witness: Testimony of a witness other than an expert witness is qualified only if:**
            - **The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.**
            - **The opinions and inferences do not require any special knowledge, skill experience or training.**
        2. **Expert witness. Testimony of an expert witness is qualified only if:**
            - **The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.**
            - **The witness is adequately qualified to express an opinion on the matter.**

21. **Planning & Zoning Board/ Local Planning Agency vs. City Council actions. If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.**

22. **City Council action. Small-scale amendments require two separate City Council public hearings, after which the amendments are transmitted to the Department of Community Affairs (DCA) for review. If approved, the typical effective date is thirty-one (31) days after City Council adoption. Large-scale amendments also require two separate City Council public hearings. However, between the two hearings, the amendment must be transmitted to DCA for detailed review. This process typically takes seventy-five (75) days, after which City Council may hold the second hearing. If approved by Council, the amendment is retransmitted to DCA for final approval. The typical effective date is about sixty (60) days after City Council adoption. City Staff can further clarify the details of this process and the processes for the other types of amendments covered by this application.**

23. Signatures and Notarization.

STATE OF FL COUNTY OF Brevard . I, Ann Miner being first duly sworn, depose and say that:

✓ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE) Catherine G. McAllister (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

CATHERINE G MCALLISTER
Notary Public - State of Florida
Commission # GG 192582
My Comm. Expires Apr 6, 2022
Bonded through National Notary Assn.

Type of I.D. Produced

Catherine G. McAllister
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 21st day of August , 2020

FOR OFFICE USE ONLY

Fee of $ in cash or check NO.) payable to the "City of Cocoa"

Receipt Number:

Date:

Signature from Planning & Zoning Division:

COMPREHENSIVE PLAN AMENDMENT/ DEVELOPMENT OF REGIONAL IMPACT PETITION

TO: City of Cocoa Council

I, the undersigned, hereby petition the City of Cocoa Council for a comprehensive plan amendment/ development of regional impact as specified below:

In order to approve a comprehensive plan amendment/ development of regional impact, the Planning & Zoning Board/ Local Planning Agency and City Council must consider and study the criteria listed below (as described in Section 15-11(c) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board/ Local Planning Agency and City Council. Use extra sheets if necessary.

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region.

Adding 4050 W King Street will increase the city of cocoa income and increase the number of employees in the city of cocoa.

b. Whether the proposal will diminish the service level of public facilities.

No, the proposal will not diminish the use of public facilities.

c. **Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region.**

There will be no impact to the environment and no impact to historical resources.

d. **Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Chapter 29F-19.001, Florida Administrative Code.**

This petition is concistent with the state comprehensive plan according to policy 1.1.2.10. The current state of the land and building will serve as an area for office space, and storage as required in policy 1.1.2.10.

e. **Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan.**

This petition will expand existing city limits on SR520 which already has adequate public facilities and will not require additional service.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses.

The proposal is compatible with surrounding land uses, which is typically commercial and industrial.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment.

There will be no negative effect to the housing market and peoples ability to find housing because the land is already considered light industrial through Brevard County.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

This petition is consistent with all elements of the comprehensive plan as referenced in all prior questions.

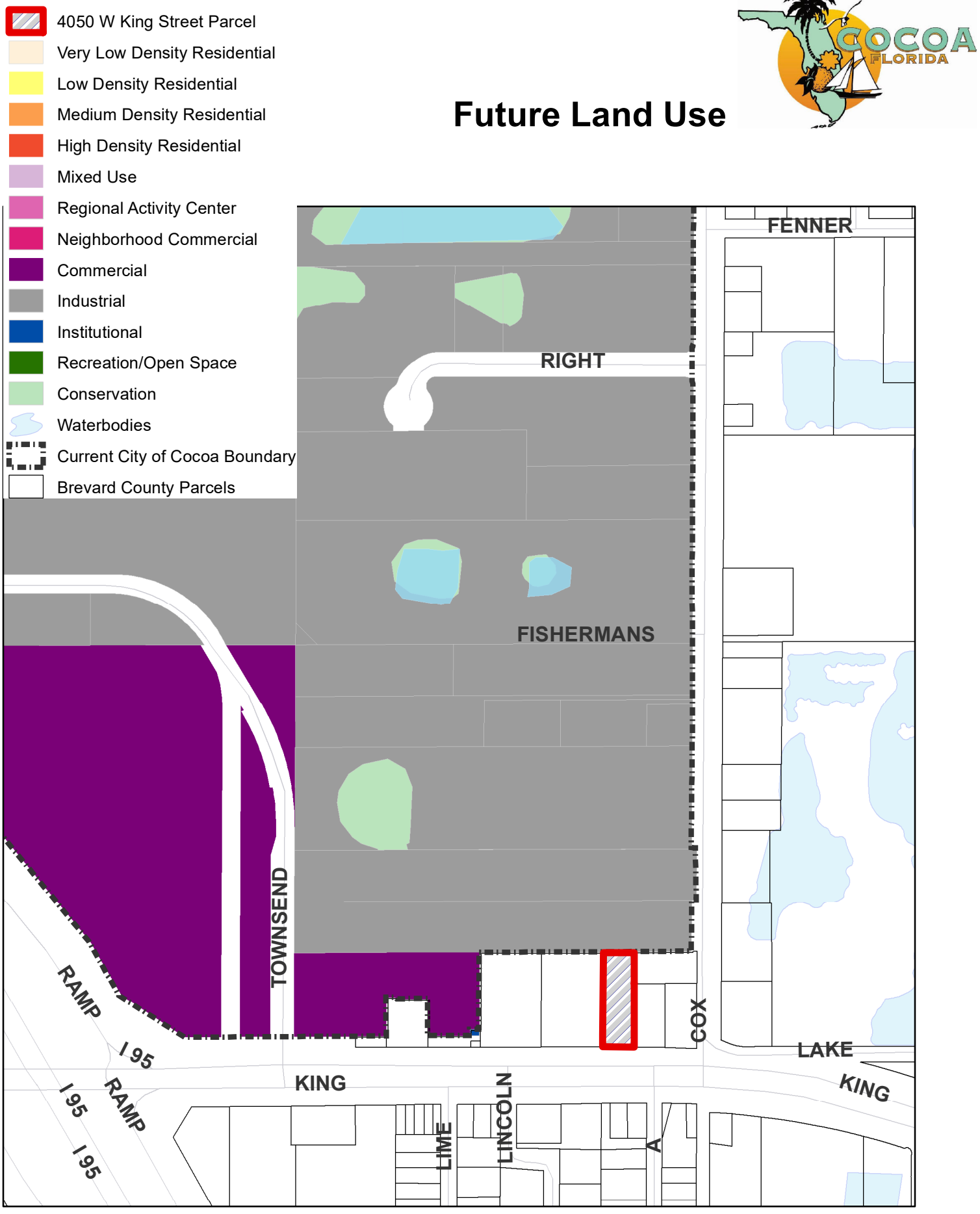
Applicant's Signature

8/20/2020
Date

Ann Jeanette Miner
Applicant's Printed Name

If there are any questions contact the Planning and Zoning Division, City Hall, 65 Stone Street, Cocoa, FL 32922.

Future Land Use



This map was compiled from Geographic Information Services and does not reflect an actual survey.
It is intended for reference purposes only. © 12-2020

CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:

Ordinance No. 01-2021

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 0.60 ACRES, MORE OR LESS, GENERALLY LOCATED ON STATE ROAD 520, WEST OF COX ROAD AND EAST OF TOWNSEND ROAD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY COMMUNITY COMMERCIAL TO CITY OF COCOA INDUSTRIAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.
The subject parcel is located at 4050 W King St, Cocoa, FL and further identified as Parcel ID number 24-35-26-00-763.1.

FLUM - Gem Industries



CITY COUNCIL PUBLIC HEARING WILL BE HELD ON
March 9, 2021
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Public Participation and Special COVID-19 Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.
(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to fifty (50) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.

(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meeting@cocoafl.org or mailing to the following address:

City of Cocoa
Attn: Dodie Selig, Planning and Zoning Manager
65 Stone Street
Cocoa, FL 32922

Mailed comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.

(3) Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet addresses:
- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Interested persons may submit their written comments or questions during the hearings by email at: meeting@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by accessing the e-comment link for this meeting using the Legistar calendar link above.

Special Information for Quasi-Judicial Hearings:
Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at a quasi-judicial hearing is highly encouraged to immediately contact Dodie Selig, Planning and Zoning Manager, at (321) 433-8510 or dselig@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses must be identified and all evidentiary documents and exhibits that are intended to be distributed to the City Council must be submitted to Ms. Selig via email or mail prior to the hearing.

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

FT-GCI0592043-01

Legislation Details (With Text)

File #:	21-166	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Public Hearing
File created:	2/19/2021			**In control:**	City Council
On agenda:	3/9/2021			**Final action:**	
Title:	Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2021-2022 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 25, 2021. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A- Florida Today Ad.pdf Exhibit B- Review Committee Scoring Sheets.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 19, 2021
Agenda Date: March 9, 2021
Prepared By: Ibis S. Berardi, Housing Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2021-2022 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 25, 2021.

BACKGROUND:

For FY2021-2022, the City anticipates receiving $172,703 in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD) as a direct entitlement. The City also anticipates receiving $85,363.76 in HOME Investment Partnership Program (HOME) funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

The use of CDBG funds must meet one (1) of the three (3) National Objectives: benefit low/moderate income persons; eliminate or prevent slums or blight; or meet urgent needs. CDBG allows a maximum of 15 percent of the grant to be allocated to a public service agency and a maximum of 20 percent of the grant be allocated for staff administration.

HOME funds can only be used to address housing needs, such as: home purchase or rehabilitation

financing assistance; build or rehabilitate housing for rent or ownership; or for other reasonable and necessary expenses related to the development of non-luxury housing, including site acquisition or improvement, and demolition of dilapidated housing to make way for HOME-assisted development. Additionally, some special conditions exist with HOME funds. The City must provide a 25 percent match for every dollar of HOME funds used (except for administrative costs) from nonfederal sources and at least 15 percent must be set-aside for Community Housing Development Organization (CHDO) activities, 7.43 percent is available for staff administration and the remaining allocation towards eligible HOME activities (2.57 percent is retained by Brevard County as lead agency).

All activities carried out with CDBG and HOME funds must be consistent with the priorities and needs of the five (5) year Consolidated Plan. A one (1) year Action Plan must be completed and submitted to HUD through Brevard County, Consortium's lead entity, addressing those needs. Prior to submittal, a 30-day public comment period and a second public hearing must be conducted. The FY2021-2022 Action Plan must be submitted to Brevard County by June 19, 2022 for submission to HUD.

Staff advertised a notice of funding availability along with a Request for Proposals (proposals) using the anticipated grant allocations. In addition to city staff generated requests, five (5) proposals were received. All proposals were reviewed at a publicly noticed meeting by a staff review committee. The committee consisted of: Charlene Neuterman, Deputy Community Services Director; Ibis Berardi, Housing Program Manager; Lori Chabot, Redevelopment Coordinator, Rachael Colvin, Staff Accountant, Cary Myers, Accounting Supervisor.

Proposals were reviewed and evaluated according to the criteria below:

A. Introduction (maximum of 10 points)
B. Demonstration of Need (maximum of 15 points)
C. Description of Target Clientele (maximum of 10 points)
D. Measurable Outcomes (maximum of 5 points)
E. Consolidated Plan Consistency (maximum of 10 points)
F. Organizational Capacity and Capability (maximum of 15 points)
G. Leveraging (maximum of 10 points)
H. Financial Capacity (maximum of 20 points)
I. Past Performance (maximum of 20 points)

The five (5) agencies that requested CDBG public service dollars were ranked by committee members as follows:

AGENCY NAME:	Charlene Neuterman	Ibis Berardi	Lori Chabot	Rachael Colvin	Cary Myers	**TOTAL POINTS:**	**AVG SCORE:**
Community Services Council	97	106	109	94	83	489	97.8
Central Brevard Sharing Center	94	102	101	84	75	456	91.2
Salvation Army	81	91	88	75	49	384	76.8
Family Promise	75	78	71	74	72	370	68
North Brevard Sharing Center	63	62	35	69	58	287	54.4

* Cary Myers, Accounting Supervisor only reviewed and ranked Financial Capacity, his score was added to each of the reviewers scores.

Of the five (5) proposals submitted, five (5) requested public service funds related to the CDBG Program. The total amount of funds requested was $38,500 and the City will have approximately $25,905 available to support public services. As contained in the Request for Proposals, the minimum amount of funding per any CDBG public service agency is $5,000.

Based on thorough review of each agency's proposal and financial statements, the committee's recommendations are as follows:

CDBG Public Services - Maximum 15% allowed $25,905			
Name of Agen	**Description of provided**	**Amount Requested**	**Amount Recommended**
Community Ser Brevard - Senio Program.	Provide 8,900 v meals to 89 frai seniors.	$8,500	$8,000*
Central Brevard	Provide daily nu low/mod income	$15,000	$7,905*
The Salvation A Central Brevard	Provide daily nu provide basic n residents of the shelter.	$5,000	$5,000
Family Promise	Provide case m homeless famili	$10,000	$5,000
North Brevard S	Rental & Utility	$7,000	$0
CDBG Other/Public Improvements - $112,258			
Section 108 Loa Program	Repayment of Section 108 Loa	$112,258	$112,258
CDBG Administration - 20% - $34,540			
City Staff			$33,540*
Fair Housing			$ 1,000
Total CDBG Admin			$34,540
Total CDBG Allocation			***$172,703***
****Any increase or decrease in funding will be deducted from the award.***			

HOME Administration- 7.43%* Brevard County Staff Admin 2.57%* - Total Admin 1			
Brevard County Staff			$2,193.85*
City Staff Admin			$6,342.53*
HOME CHDO & Housing Set Aside - $76,827.38*			
CHDO Housing Activ	15% Mandatory CHD		$12,804.56*
Housing	Housing Activities		$64,022.82*
Total HOME Allocation			***$85,363.76***
****Any increase or decrease in funding will be deducted from the award.***			

All new applicants are required to attend a mandatory technical assistance workshop with staff prior

to applying, Family Promise and North Brevard Sharing Center were the only new applicants. This assists the applicant to ensure the application meets all of the federal requirements of the grant prior to submitting the application. After the review committee scored North Brevard Sharing Center's application, funding was not recommended. Staff provided additional technical assistance to try to strengthen their application and encouraged them to reapply next year.

As required by the City's Citizen Participation Plan, staff is requesting City Council hold a Public Hearing to obtain citizen input and comments on housing and community development needs and approve recommendations on FY2021-2022 CDBG and HOME Program funding. Upon City Council's approval, a 30-day public comment notice listing proposed projects along with the corresponding Action Plan will be advertised in the Florida Today newspaper. The notice will also inform the public of the date of the second and final Public Hearing, which will be held on May 25, 2021.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

No budgetary impact in FY2020-2021, funds shall be budgeted in FY2021-2022.

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2021-2022 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 25, 2021.

Classified Ad Receipt
(For Info Only - NOT A BILL)

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Customer: CITY OF COCOA - TE

Address: 65 STONE ST
COCOA FL 32922
USA

Run Times: 1

No. of Affidavits: 1

Run Dates: 02/18/21

Text of Ad:

NOTICE OF PUBLIC HEARING
CITY OF COCOA

The City of Cocoa anticipates receiving approximately $175,663 in Community Development Block Grant (CDBG) funds and approximately $85,363.76 in HOME Investment Partnership funds for Program Year 2021-2022. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, public facilities and improvements, or demolition and clearance.

The Cocoa City Council will hold a public hearing on Tuesday, March 9, 2021 at 6:00 pm in the Council Chambers, located at 65 Stone Street to obtain citizen input and comments on housing and community development needs and to approve recommendations on FY 2021-2022 CDBG and HOME program funding.

Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Ibis Berardi, Housing Program Manager at the City of Cocoa at (321) 433-8520 within 48 weekday hours of the hearing. Written comments must be submitted in person or by mail. Oral comments will also be accepted at the public hearing.

CDBG Public Services Review Committee Scoring
2/5/2021 Meeting 1:30pm-2:10pm

Review Committee Member	CBSC	CSC	Family Promise	Salvation Army	NBCS
Ibis Berardi, Housing Program Manager	102	106	78	91	62
Lori Chabot, Redevelopment Coordinator	101	109	71	88	35
Charlene Neuterman, Deputy CS Director	94	97	75	81	63
Rachel Colvin, Staff Accountant-Bank	84	94	74	75	69
Cary Myers, Accounting Supervisor	75	83	72	49	58
Totals	456	489	370	384	287
Final Score	**91.2**	**97.8**	**68**	**76.8**	**54.4**

Ibis Berardi	A	B	C	D	E	F	G	H	I	Total
CBSC	8.00	12.00	8.00	5.00	10.00	15.00	10.00	19.00	15.00	102.00
CSC	10.00	15.00	10.00	4.00	10.00	13.00	10.00	19.00	15.00	106.00
Family P	8.00	10.00	8.00	3.00	8.00	11.00	10.00	15.00	5.00	78.00
SAL	10.00	13.00	8.00	5.00	10.00	14.00	5.00	8.00	18.00	91.00
NBSC	7.00	7.00	4.00	3.00	5.00	10.00	0.00	16.00	10.00	62.00
Lori Chabot	A	B	C	D	E	F	G	H	I	Total
CBSC	10.00	10.00	10.00	3.00	10.00	12.00	10.00	19.00	17.00	101.00
CSC	10.00	10.00	10.00	5.00	10.00	15.00	10.00	19.00	20.00	109.00
Family P*	10.00	12.00	6.00	5.00	10.00	12.00	8.00	8.00	0.00	71.00
SAL	10.00	15.00	10.00	5.00	10.00	10.00	10.00	8.00	10.00	88.00
NBSC*	8.00	3.00	0.00	0.00	0.00	3.00	5.00	16.00	0.00	35.00
Charlene Neuterman	A	B	C	D	E	F	G	H	I	Total
CBSC	10.00	15.00	9.00	5.00	9.00	13.00	9.00	19.00	5.00	94.00
CSC	10.00	15.00	10.00	4.00	9.00	15.00	10.00	19.00	5.00	97.00
Family P*	8.00	12.00	9.00	4.00	9.00	10.00	8.00	15.00	0.00	75.00
SAL	10.00	14.00	9.00	5.00	9.00	12.00	9.00	8.00	5.00	81.00
NBSC*	8.00	10.00	2.00	3.00	7.00	11.00	6.00	16.00	0.00	63.00
Rachel Colvin	A	B	C	D	E	F	G	H	I	Total
CBSC	8.00	11.00	7.00	4.00	6.00	10.00	7.00	19.00	12.00	84.00
CSC	9.00	11.00	7.00	4.00	7.00	13.00	9.00	19.00	15.00	94.00
Family P*	8.00	13.00	7.00	3.00	7.00	13.00	8.00	15.00	0.00	74.00
SAL	8.00	11.00	8.00	4.00	7.00	11.00	8.00	8.00	10.00	75.00
NBSC*	8.00	11.00	7.00	3.00	7.00	11.00	6.00	16.00	0.00	69.00
Cary Myers	A	B	C	D	E	F	G	H	I	Total
CBSC	7.00	10.00	7.00	0.00	6.00	12.00	8.00	19.00	6.00	75.00
CSC	8.00	12.00	8.00	0.00	8.00	12.00	9.00	19.00	7.00	83.00
Family P	7.00	12.00	8.00	0.00	8.00	12.00	10.00	15.00	0.00	72.00
SAL	7.00	11.00	5.00	0.00	4.00	4.00	3.00	8.00	7.00	49.00
NBSC	7.00	10.00	7.00	0.00	6.00	8.00	4.00	16.00	0.00	58.00

Legislation Details (With Text)

File #:	21-156	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	2/16/2021			**In control:**	City Council
On agenda:	3/9/2021			**Final action:**	

Title: Award Bid No. B-21-07-COC, Dyal Groundwater Filter #2 IMS Cap and Media Replacement, Project No. WS19FR, to Elenis Contracting, LLC, of Campbell, Ohio, in the Amount of $256,013; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $25,602 (10% of the contract amount), for a Total Project Cost of $281,615; To Approve a Resolution Amending the FY2021 Budget, BAF #21-053-A; and To Authorize the City Manager to Execute the Contract. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Service Level Agreement_Contract No. 21-07_ELENIS.pdf
Res Proj Contingency - Dyal GW Filter #2.pdf
Budget Resolution - Dyal GW Filter #2 -ADA Compliant.pdf
Bid Summary.pdf
BAF 21-053-A-UT-Dyal Groundwater Media Replacement (03-09-21) Agenda 21-156.pdf
ITB-B-21-07-COC Bid Tabulation Worksheet.pdf
SIGNED Notification of Intent to Award.pdf
SIGNED E-Verify Contractor Affidavit.pdf
APPENDIX A - Technical Specs.pdf
Exhibit A - I20447 Leopold Filtration Equipment REV00 10-9-20.pdf
Exhibit B - Leopold IMS Cap Replacement Procedure.pdf
Exhibit C - Leopold Type S Underdrain Brochure.pdf
Exhibit D - Drawing of Existing Filter Arrangement.pdf
Elenis COI Revised - Exp 3-27-21 .pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 16, 2021
Agenda Date: March 9, 2021
Prepared By: Kevin Joseph, MSCE, P.E., Utilities Associate Engineer II
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid No. B-21-07-COC, Dyal Groundwater Filter #2 IMS Cap and Media Replacement, Project No. WS19FR, to Elenis Contracting, LLC, of Campbell, Ohio, in the Amount of $256,013; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $25,602 (10% of the contract amount), for a Total Project Cost of $281,615; To Approve a Resolution Amending the FY2021 Budget, BAF #21-053-A; and To Authorize the City Manager to

Execute the Contract

BACKGROUND:

The dual media filters at the Dyal Water Treatment Plant are used to remove suspended solids from water. The filters are cleaned periodically with water and air so that the media can be reused. With time, however, the media exhausts its removal capabilities and needs to be exchanged. As such, the Utilities Engineering Division completed a design for the replacement of the media, as well as parts of the underdrain system (the IMS caps), which have become clogged with sediment and scaling.

On January 7, 2021, bids for this project were opened. Purchasing published 2,886 invitations and notifications to bid, 0 supplemental suppliers and received five responses from 40 plan holders. These responses were as follows:

Vendor	Base Bid	Alternate #1	Total Accumulated Bid
Elenis Contracting, LLC	$233,928.00	$22,085.00	$256,013.00
S4 Water Sales & Service, LLC	$237,225.00	$30,000.00	$267,225.00
Wharton Smith, Inc.	$299,500.00	$27,600.00	$327,100.00
Boromei Construction, Inc.	$313,890.00	$52,000.00	$365,890.00
L7 Construction, Inc.	$328,097.00	$48,300.00	$376,397.00

The apparent low bidder was Elenis Contracting, LLC, of Campbell, Ohio, who submitted the lowest and best quote in the amount of $256,013 (including the Bid Alternate).

City staff is also requesting that City Council approve an additional $25,602 as a contingency for the project. The additional amount is 10% of the contract amount and will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, there is a possibility of unknown obstacles in the field that would require changes to the project budget and/or schedule. If a change order is needed, the additional amount will allow the project to continue to move forward.

The additional $25,602 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval.

The original amount budgeted for this project was $250,000; therefore, staff will transfer the additional $31,615 from Account No. 421-4020-536.46-00, Repairs & Maintenance to Account No. 424-4020-536.63-00, WS19FR.

Staff recommends awarding Bid No. B-21-07-COC, Dyal GW Filter #2 IMS Cap and Media Replacement, to Elenis Contracting, LLC, of Campbell, Ohio.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but insufficient
If not budgeted, is amendment/transfer attached?	Yes

BAF# 21-053-A

Amount Requested	($31,615)
Account Number	421-4020-536.46-00
Account Name	Repairs and Maintenance
Amount Requested	$31,615
Account Number	421-4010-581.91-24
Account Name	Transfer to Fund 424
Amount Requested	$31,615
Account Number	424-0000-381.92-21, WS19FR
Account Name	Transfer from Fund 421
Amount Requested	$31,615
Account Number	424-4020-536.63-00, WS19FR
Account Name	Infrastructure

Amount Budgeted

Amount Requested	$250,000
Account Number	424-4020-536.63-00, WS19FR
Account Name	Infrastructure

Total Budget for Project WS19FR $281,615

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Award Bid No. B-21-07-COC, Dyal Groundwater Filter #2 IMS Cap and Media Replacement, Project No. WS19FR, to Elenis Contracting, LLC, of Campbell, Ohio, in the Amount of $256,013; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $25,602 (10% of the contract amount), for a Total Project Cost of $281,615; To Approve a Resolution Amending the FY2021 Budget, BAF #21-053-A; and To Authorize the City Manager to Execute the Contract

ORIGINAL

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-07-COC)

This Agreement made and entered into on the ____ day of _____ by and between **Elenis Contracting LLC**, authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **563 Edward Ln, Campbell, OH 44405**, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

1. **DESCRIPTION OF SERVICES** - The Dyal Water Treatment Plant (WTP), located at 28400 SR 520, Christmas, FL 32709, has a total of six (6) double-cell, dual-media gravity filters in its groundwater treatment train. All filters utilize the Leopold Type S underdrain system, with traditional sintered-bead integral media support (IMS) caps in lieu of support gravel, a 12" layer of silica sand, and an 18" layer of anthracite coal.

   CONTRACTOR shall perform the work, in accordance with the Contract Documents for the removal and replacement of existing filter media and IMS caps in Groundwater Filters #2 are, but not limited to, the following generally described items:

   a. Removal of existing filter media (sand and anthracite) and disposal.
   b. Removal, replacement, inspection and testing of underdrain IMS caps.
   c. Pressure washing of interior surface of each filter basin, overflow troughs and media retaining weirs.
   d. Coating of filter basin interior.
   e. Procurement of filter media to the plant.
   f. Installation of filter media.

   Contractor shall procure the services of Leopold to furnish parts and inspect and test the existing Leopold Type S underdrains with IMS Caps for the filters being rehabilitated. Appendix A contains a proposal obtained by the City for such services.

   Existing media has developed encrustation of calcium carbonate on the filter media. The original depth of the sand and anthracite media was 12 inches and 18 inches respectively. The total depth of the media with the encrustation is approximately 51 inches.

   To meet Florida Department of Environmental Protection (FDEP) regulations for virus removal, the groundwater filters are enclosed with a canopy and screened walls to prevent airborne debris, insects, birds, etc. from entering the filter area. Contractor shall use the canopy hatches, doors or remove part of the screening to access filters for equipment, hoses, etc. Hatches, doors, and screens shall be closed after each workday.

2. **TECHNICAL SPECIFICATIONS** - Technical Specifications and exhibits are attached in the document entitled " APPENDIX A: Technical Specifications", Exhibits A – D include:

    a. I20447 Leopold Filtration Equipment
    b. Leopold IMS Cap Replacement Procedure
    c. Leopold Type S Underdrain Brochure
    d. Drawing of Existing Filter Arrangement

3. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; the service requirements prepared by Dyal Water Treatment Plant (WTP), dated November 6, 2020 ; Bid Documents (ITB# B-21-07-COC) issued by the City, dated November 24, 2020; Contractor's Bid Submittal, dated January 7, 2021 General Conditions, if any; Supplemental Terms and Conditions by the City. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and has investigated the nature, locality and site of delivery under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees.

4. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

    a. Change Orders
    b. Agreement, Exhibits and Addenda
    c. Supplemental Terms and Conditions
    d. General Terms and Conditions
    e. Issued Bid Documents
    f. Contractor's Bid Proposal
    g. [OTHER] N/A

    Any inconsistency in services to be provided shall be clarified by the OWNER and performed by the CONTRACTOR.

5. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

6. **BRAND NAME MATERIALS** – Whenever materials are specified or described in the scope of work or any exhibits by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the materials

being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

7. **CONTRACT TIME** -

   a. All provisions regarding Contract Time are essential to the performance of this Contract.

   b. The CONTRACTOR will be required to commence work under this contract within **10 calendar days** after the date of receipt of the Notice to Proceed or Purchase Order. The work shall be substantially completing within _____ calendar days after receipt of the Notification to Proceed or Purchase Order. The work shall be finally completed and ready for Final Payment, within _____ calendar days after the actual date of Substantial Completion. The date of Substantial Completion of the work is the date certified in writing by the OWNER when (1) removal and installation of required filters is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the equipment or space for its intended purpose, as expressed by the contract documents, and (2) any additional project specific requirements or milestones for "Substantial Completion" identified in the general or special conditions or work plans have been satisfied.

   c. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

   d. If applicable to the particular work required by this agreement, Float time is allocated specifically to the CONTRACTOR's responsibility for coordination of any delays to the project timeline. OWNER will not consider any Contract Time extensions to this project unless coordinated with the designed OWNER Project Manager. Contract Extensions must be coordinated no later than 30 days from anticipated delays and only approved by the OWNER Project Manager, unless cause for delay is determined uncontrollable in nature.

   e. In the event that work requires phased removal / installation, then multiple points of Substantial Completion may be established in the Supplemental Conditions as it may or may not apply.

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the services and analytical testing of drinking water and

waste waters in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Annual Contract Price of **Two Hundred Thirty Three Thousand, Nine Hundred Twenty Eight Dollars ($233,928.00).** CONTRACTOR agrees to accept the Contract Price as full compensation for the agreed upon services, terms and conditions embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) Required services specified within the scope of work; (2) applicable law; (3) the terms and conditions of the Contract Documents, including, but not limited to the indemnification provisions of the Contract Documents.

a. In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of the required services and any conflicts relating to providing such.

b. The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence of required services with the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the City's Utility Laboratory.

c. Payments will be made to the CONTRACTOR for actual services rendered on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION: DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

   a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary.

In addition, CONTRACTOR may terminate this Agreement if OWNER fails to perform any material covenant or condition of this Agreement and does not cure such breach within seven (7) calendar days after written notice from the CONTRACTOR specifying breach.

b. CONTRACTOR is adjudicated bankrupt or makes any assignment for the benefit of creditors or CONTRACTOR becomes insolvent, or is unable or unwilling to pay its debts; or

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

Notwithstanding the aforementioned, in the event of a default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

10. **FORCE MAJEURE** - Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

11. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at the sole discretion and option of the OWNER, shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

12. **INVOICING -** OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

PROGRESS PAYMENTS; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents.

Progress payments may be withheld if:

a. Work is found defective and not remedied;
b. CONTRACTOR does not make prompt and proper payments to subcontractors;
c. CONTRACTOR does not make prompts and proper payments for labor, materials, or equipment furnished him;
d. Another contractor is damaged by an act for which CONTRACTOR is responsible;
e. Claims or liens are filed on the job; or
f. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (____) designates or **(X)** does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

FINAL PAYMENT - OWNER shall withhold up to 10% of the Contract Price throughout the project until final completion and acceptance of the project in accordance with the Local Government Prompt Payment Act ("Act"), unless the project is subject to Federal funding, in whole or in part, and the project is subject to laws and regulations contrary to the Act. The retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and

timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER a complete release of liens arising out the contract, or receives releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to OWNER indemnifying him against such claims.

By making payments OWNER does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;
b. Work that does not comply with the Contract Documents:
c. Outstanding claims of liens; or
d. Failure of Contractor to comply with any special guarantees required by the Contract Documents.

Progress payments may be withheld if Work is found defective and not remedied; CONTRACTOR does not make prompt and proper payments to subcontractors; CONTRACTOR does not make prompt and proper payments for labor, materials, or equipment furnished him; a subcontractor is damaged by an act for which CONTRACTOR is responsible; claims of liens are filed on the job; or in the opinion of the OWNER, CONTRACTOR'S work is not progressing satisfactorily. Further, OWNER may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the OWNER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by the Contract Documents.

13. **DESIGNATION OF PROJECT REPRESENTATIVE -** The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Laboratory Representative or an authorized representative is the OWNER's Project Manager during the entire period of required services. The OWNER (CITY) may change the Project Manager during the term of this contract.
b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of services rendered by CONTRACTOR and may conduct periodic reviews. The OWNER will not be responsible for the means of the services provided, or for the

sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the services in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Services.** The OWNER shall have authority to reject services which in its opinion does not conform to the Contract Documents, and in this connection may stop the services or a portion thereof, when necessary.

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the services progress, based on CONTRACTOR's approved invoice and OWNER's inspections and observations of satisfactory services, and will issue certificates for payments in accordance with the terms of the Contract Documents.

14. **PROGRESS MEETING** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term of work entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

15. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision**. CONTRACTOR shall be solely responsible for all services rendered under this contract, including the techniques, sequences, procedures and means, for the coordination of all tests. CONTRACTOR shall supervise and direct the services and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and testing equipment, including any additional materials required for the required services necessary to meet the requirements in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

e. **Guarantee.** The CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s).

16. **ASSIGNMENT** - CONTRACTOR shall not assign or subcontract this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

a. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

b. If OWNER determines that any subcontractor is not performing in accordance with this Agreement, OWNER shall so notify CONTRACTOR who shall take immediate steps to remedy the situation.

c. If CONTRACTOR, prior to the commencement of any services, subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.

17. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

18. **PROHIBITION AGAINST CONTINGENT FEES** - CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

19. **NO JOINT VENTURE** - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

20. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

    CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the OWNER and, solely for the purpose of this indemnification and defense, CONTRACTOR specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

    The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

    In consideration of the CONTRACTOR's indemnity obligations, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

    The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

21. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing any services on City property.

22. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

    a. CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

    b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

    c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

23. **BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in form approved by the OWNER and in accordance with Florida law and in an amount specified in the Contract Documents for an Agreement in which the Total Contract Price exceeds $200,000.00 and for all other Projects where the City Commission or City Manager has not specifically exempted the CONTRACTOR from executing such bond.

    For any Agreement in which the Total Contract Price is $200,000.00 or less and the City Commission or City Manager has specifically exempted the CONTRACTOR from executing a performance and payment bond, prior to receiving the final ten percent (10%) payment hereunder, CONTRACTOR shall be required to provide certification from all laborers, materialmen, and subcontractors that such laborers, materialmen, and subcontractors have no claims against CONTRACTOR resulting from completion of the Work in accordance with Paragraph 12 above. The CONTRACTOR shall provide a certified list of all subcontractors, laborers, and material suppliers to the OWNER within twenty (20) days of receiving the Notice to Proceed with the work. This list shall be updated thereafter as necessary with a certified statement that the list and its updates include the names and addresses of all of those subcontractors, laborers, and material suppliers furnishing labor and/or material for the work.

24. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as applicable and set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to

perform any services hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. The CONTRACTOR shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement. It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and submit proof of same in the form of a certificate of insurance before work is begun. It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

   However, if you are a corporate officer of a corporation that is actively engaged in the construction / demolition industry, or a sole proprietor or partner who is actively engaged in the construction / demolition industry, then the exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

e. Individuals or firms who contract with the City of Cocoa to provide excavation or construction / demolition type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance or "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

f. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

25. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

26. **GOVERNING LAW & VENUE** - This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

27. **ATTORNEY'S FEES** - Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

28. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

29. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The

CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

30. **DOCUMENTS - Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

    The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

31. **SOVEREIGN IMMUNITY** - The OWNER intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all

other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

32. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

33. **INTEGRATION: MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

34. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

35. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

Elenis Contracting LLC
Attn: Anadio Elenis
563 Edward Ln
Campbell, OH 44405
P: 330-518-8765
E: eleniscontractingllc@yahoo.com

For OWNER:

City of Cocoa
Attn: City Manager and Assistant Utilities Director
65 Stone Street, Cocoa, FL 32922

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal

service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

36. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

37. **ADDITIONAL ASSURANCES**.

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the OWNER; and

c. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee or agent has willfully offered an employee or officer of the OWNER any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

38. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. Compliance with the Davis-Bacon Act

1. The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

2. In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

3. Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

4. The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. Compliance with the Copeland "Anti-Kickback" Act

1. The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

2. The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

3. Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

4. The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. Compliance with the Contract Work Hours and Safety Standards Act

1. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work

performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

3. The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)* (To be submitted with each bid or offer exceeding $100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, ELENIS CONTRACTING LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

A Elenis
Signature of Contractor's Authorized Official

Anadio Elenis / President
Name and Title of Contractor's Authorized Official

1/29/21
Date

j. Procurement of Recovered Materials

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

    a. Competitively within a timeframe providing for compliance with the contract performance schedule;

    b. Meeting contract performance requirements; or

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. Access to Records

The following access to records requirements applies to this contract:

1. The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-07-COC)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CONTRACTOR

ELENIS CONTRACTING LLC

By: A Elenis
Print name/title: Anadio Elenis / President

Date: 1-29-2021

STATE OF OHIO
COUNTY OF Mahoning

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 29th day of Jan., 2021, by Anadio Elenis, the President of Elenis Contracting, LLC, who is personally known to me or who produced Driver's License as identification and who did take an oath.

Louanne Brogley
(Notary Public Signature)
Louanne Brogley
(Print Name)
Notary Public, State of OHIO
Commission No.: -
My Commission Expires: 3-31-2021

NOTARIAL SEAL STATE OF OHIO

LOUANNE BROGLEY
Notary Public - State of Ohio
My Commission Expires March 31, 2021

RESOLUTION NO. 2021-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE DYAL GROUNDWATER FILTER #2 IMS CAP AND MEDIA REPLACEMENT, PROJECT NO. WS19SR, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10 PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on March 9, 2021, the City Council authorized the City Manager to proceed with the Dyal Groundwater Filter #2 IMS Cap and Media Replacement, Project No. WS19SR, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Dyal Groundwater Filter #2 IMS Cap and Media Replacement, Project No. WS19SR, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $256,013 and allows for a 10% contingency in the amount of $25,602 set aside for possible change orders, for a total of $281,615 for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on March 9, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2021-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2020-2021 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 9th day of March, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

BID SUMMARY

To: Utilities – Engineering

From: Heath Hancher, Purchasing & Contracts Manager

Date: January 26, 2021

Re: **Bid #B-21-07-COC – Dyal GW Filter 2 IMS Cap and Media Replacement**

Bids for the subject offering were opened on January 7, 2021 at 3:00 p.m. Purchasing published **(2,886)** invitations and notifications to bid, **(0)** supplemental suppliers and received **(5)** responses from **(40)** plan holders for this bid. Of the **(5) respondents** the following were found to be:

THE APPARENT LOWEST BIDDER:

- Elenis Contracting: $233,928.00

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guidelines shown below to initiate the purchasing process:

➔ Review proposals and select recommendation for award.
➔ Verify Insurance Requirements can be met.
➔ Obtain copies of all necessary licenses.
➔ Execute Form of Agreement
➔ Prepare agenda item and prepare contract if necessary, for Council Approval.
➔ Prepare requisition and attach the following items:

- Copy of Approved City Clerk's Journal and Agenda
- Bid Tabulation Sheet
- Form of agreement
- All specifications for the awarded proposal
- Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

Please complete the attached Notice of Award and return to Purchasing & Contracts Division

City of Cocoa Budget Adjustment Form FY 2021 - 21-053-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: Utilities/4055 | DATE PREPARED: 02/18/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 31,615)	421-4020-536.46-00		Repairs & Maintenance	$ 2,448,892	$ 2,448,892	$ 2,417,277	$ 0
$ 31,615	421-4010-581.91-24		Transfer to 424	$ 11,484,879	$ 11,484,879	$ 11,516,494	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 31,615	424-4020-536.63-00	WS19FR	Infrastructure	$ 1,600,000	$ 1,600,000	$ 1,631,615	$ 0
$ 31,615	424-0000-381.91-21	WS19FR	Transfer from 421	$ 11,576,649	$ 11,576,649	$ 11,608,264	$ 0
($ 250,000)	424-4020-536.63-00	WS19SR	Infrastructure	$ 1,600,000	$ 1,350,000	$ 1,100,000	$ 0
$ 250,000	424-4020-536.63-00	WS19FR	Infrastructure	$ 1,600,000	$ 1,350,000	$ 1,600,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 63,230	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To add funds to account 424-4020-536.63-00, WS19FR, for the Dyal Filter #2 project. Funds are being transfered from W/S 421 to R&R 424.
To Correct Project Number.

Agenda File ID #21-156

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 03/09/21 ***RESOLUTION #:***

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

2/19/21	Norma Hernandez (Digitally signed by Norma Hernandez DN: dc=org, dc=cocoafl, ou=Utilities, cn=Norma Hernandez, email=nhernandez@cocoafl.org Date: 2021.02.19 11:45:53 -05'00')	2/25/21	Colleen Campbell (Digitally signed by Colleen Campbell Date: 2021.02.25 09:50:45 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
2/19/21	Katherine Ennis (Digitally signed by Katherine Ennis Date: 2021.02.19 13:30:44 -05'00')	2/25/21	Lora Howell (Digitally signed by Lora Howell Date: 2021.02.25 11:08:38 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

CITY OF COCOA
TABULATION WORKSHEET

Dyal GW Filter #2 Cap and Media Replacement

ITB B-21-07-COC

ITB Final Tabulation:

Note: The Tabulation Sheet is used to document the screening of bid / proposal pricing, material and immaterial contents. Results of the the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

VENDOR	Base Bid	Total Accumulated Bid
S4 Water Sales & Service	$ 237,225.00	$ 237,225.00
Elenis Contracting	$ 233,928.00	$ 233,928.00
Wharton Smith	$ 327,100.00	$ 327,100.00
Boromei Construction	$ 313,890.00	$ 313,890.00
L7 Construction	$ 328,097.00	$ 328,097.00
	$ -	$ -
	$ -	$ -

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Utilities	Division: Engineering
Bid / RFP / RFQ #: ITB 21-07-COC Dyal GW Filter #2 IMS Cap and Media Replacement	Project #
Awarded To: Elenis Contracting LLC	Scope of Work or Services: Replacement of IMS Caps and Media in the Groundwater Filter #2
Address / City / State / Zip: 563 Edward Ln, Campbell, OH 44405	Phone / Fax #'s: 330-518-8765 / Email: eleniscontractingllc@yahoo.com
Purchase / Contract Amount: $233,928.00	Date of Award Notification: 1/28/21
Title / Position (Print) Anadio Elenis / President	Signature A Elenis

Please complete the information required above.

Thank you for your cooperatio

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

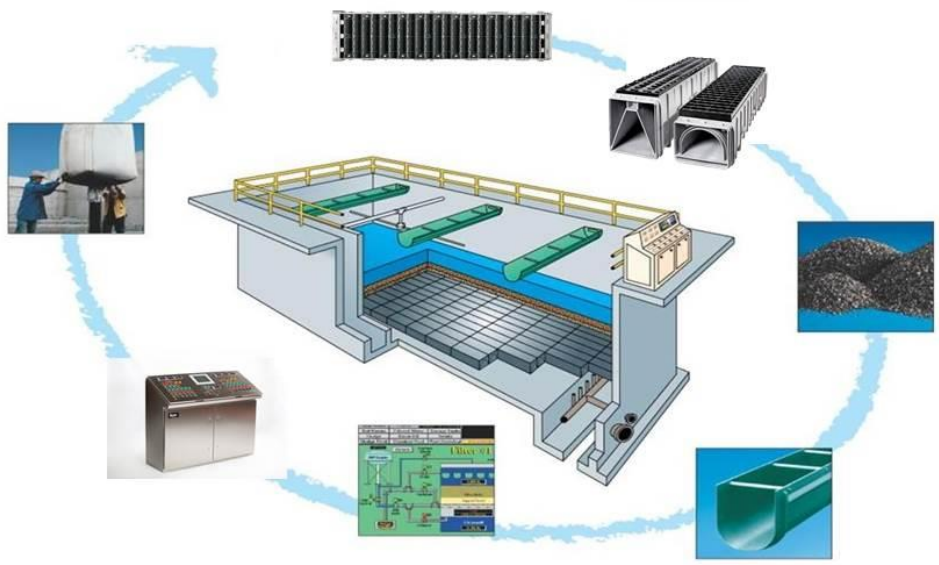
Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

Proposal

Dyal WTP

Cocoa, FL.



Prepared for:

City of Cocoa, FL.

10/9/2020

Xylem Water Solutions USA, Inc.
227 S. Division St.
Zelienople, PA 16063
Mr. Chris Ball
Direct: 724-453-2109
Mobile: 724-713-7145
Email: chris.ball@xyleminc.com

10/9/20

Project name : Cocoa, FL.
Project number : I20447

To Kevin Joseph:

Based on your inquiry, we are pleased to forward the following proposal to your attention. Thank you for the opportunity to offer our equipment and services for the Cocoa, FL, Dyal WTP project.

We hope that our proposal meets your expectation. If you have any questions, please do not hesitate to contact me or our local representative.

Respectfully,

Chris Ball
Territory Manager

1 Technical Description

1.1 SCOPE OF SUPPLY

We are pleased to offer the following materials and services by Xylem Water Solutions USA, Inc. This quotation has been prepared using previous Leopold contract I19056.

FILTER UNDERDRAIN SYSTEM:

IMS® (INTEGRAL MEDIA SUPPORT) CAP-ONE (1) DUAL BAY FITLER (2 CELLS)

Under this section, we propose to furnish 1,394 square feet of IMS® (Integral Media Support) Cap for one (1) dual bay filter (2 cells). IMS® cap shall be made of plastic beads sintered together and molded to match the surface of the Leopold Universal Underdrain. The IMS® Cap shall be field installed onto existing Type S® Underdrain block by others.

Included are the required mounting screws and sealant.

Please Note: The IMS Caps will have to be as long as possible with the current tooling: Approx. 46-15/16" +/-1/16"

1.2 SERVICES

MANUFACTURER'S SERVICES (FILTER EQUIPMENT):

The services of a qualified Leopold technical representative to instruct the Contractor's personnel about the proper installation technique of the **filter equipment** will be provided for a period of six (6) days (8 hr/day) on site in two (2) trips. Additional services may be obtained at the current prevailing rate plus living and travel expenses.

2 Technical Clarification & Deviations

3 Price & Scope of Supply

3.1 MAIN SCOPE

BASIS of PRICING:

Any items and/or accessories not specifically called out in this quotation must be construed as being furnished by others.

This quotation is considered firm for 90 days. Orders received more than 90 days after the date of this quotation are reviewed by Xylem Water Solutions USA, Inc before acceptance and are subject to changes in prices or delivery depending on conditions existing at the time of entry. Quoted prices are firm for delivery within 12 months from the delivery date stipulated in the plans & specifications or mutually agreed upon by Xylem Water Solutions USA, Inc. and Purchase Order issuer at time of order placement.

We do not include any applicable taxes.

Orders resulting from this quotation should be addressed to Xylem Water Solutions USA, Inc. 227 S. Division St., Zelienople, PA, 16063, USA.

We propose to furnish the material described in this document for **a total selling price of $79,500.00.** All prices are DAP Job Site**.**

For further information pertaining to the equipment contained in this proposal, please contact our area representative, who is:

MTS Environmental, Inc.
27237 Fordham Drive
Wesley Chapel, FL 33543
Phone: 813-929-4454
Fax: 813-929-4494

Attention: Bob Beirhorst

Pricing is based on the following payment terms (net 30 days):
10% following initial submittal for approval
80% following the date of the respective shipments of the product
5% following installation, not to exceed 150 days after shipment of the product *(whichever comes first)*
5% following start-up, not to exceed 180 days after shipment of the product *(whichever comes first)*

4 Commercial Terms & Conditions

4.1 DELIVERY SCHEDULE

4.1.1 Production schedule

Submittal of mechanical drawings for approval 4 to 6 weeks after order acceptance.

4.1.2 Delivery time

Delivery of fabricated items and filter media 8 to 10 weeks after drawing approval.

FILTER MEDIA WARRANTY (if applicable): SELLER warrants that its filter media products will meet the standards established by the latest edition of AWWA (American Water Works Association) B100. SELLER shall be responsible for verifying that the filter media meets or exceeds the AWWA B100 Standard at the point of sale. Testing shall be by an independent laboratory, which regularly performs testing of filter media. BUYER shall notify Xylem Water Solutions USA, Inc. immediately upon discovery of any defective product. The SELLER shall have the right to inspect said product and BUYER shall, if requested, return the defective product to the SELLER with transportation prepaid. NO LIABILITY IS ASSUMED BY THE SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL OR REPLACEMENT OF MEDIA UNLESS PREVIOUSLY APPROVED IN WRITING BY AN AUTHORIZED EMPLOYEE OF THE SELLER.

4.2 TERMS AND CONDITIONS OF SALE – NORTH AMERICA

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted. Terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between parties.
Different terms are hereby rejected unless expressly assented to in writing.

AGREEMENT TO PURCHASE: BUYER agrees to purchase the equipment and services herein in accordance with the terms and conditions set forth above.

City of Cocoa
(BUYER)

BY: _____

Stockton Whitten

City Manager

March 9, 2021

ACCEPTANCE: SELLER hereby accepts BUYER'S offer to purchase.

Xylem Water Solutions USA, Inc.

BY: _____

_____

_____

_____, 20 _____

I.M.S® CAP FIELD INSTALLATION PROCEDURE

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Xylem
227 South Division Street
Zelienople, PA 16063 USA
Phone: (724) 452-6300
Fax: (724) 452-1377
www.FBLeopold.com

General

The following procedure will be used for field installation of I.M.S® Cap on Leopold Type S™ underdrains and Type SL™ underdrains in filters.

Material and Labor

- 3M Tape Sealant, ¼" diameter, Leopold P/N 118-111-027, Qty:_____ feet (20-feet required per underdrain block)
- Self-tapping screws
    - #12 x 1-1/2" hex washer head Type 316 SS, Leopold P/N 105-103-964, Qty:_____(28 required per underdrain block)
    - #14 x 2" hex washer head Type 316 SS, Leopold P/N 105-103-963, Qty:_____(use 7% of quantity required for #12 screw)

- Tools---Minimum required:
    - cordless drill with adjustable torque setting and spare batteries with chargers
    - 7/32" drill bit
    - 5/16" hex socket bit
    - 3/8" hex socket bit
    - 5/16" hex socket hand driver
    - 3/8" hex socket hand driver
    - rubber mallet
    - masonry hammer
    - 1"-wide masonry chisel
    - shopvac

- All other equipment to do the repairs---Minimum required:
    - Ladder
    - Portable lights
    - Rope and hook
    - 5 gallon buck
    - Duct tape

Procedure for Field Installation of I.M.S® Cap

1. Clean all media and debris from the underdrain. Vacuum media from caps

2. If required, remove the grout fillets at ends of the underdrain laterals for cap removal.

3. Remove screws from cap to be removed using a 5/16" hex socket attachment to drill. The cap may require a pry bar to separate it from the underdrain after the screws have been removed.

4. The 3M sealant must be scrapped from the underdrain and cap (if reused). The top deck of the underdrain and I.M.S® Cap must be completely clean and dry or the new 3M sealant will not adhere to the block.

5. If new caps are used, check to make sure the new I.M.S® Caps fit and that the predrilled holes align with the bosses on top of the underdrain block for the self-tapping screws. Note the cap has a “bell-end” and “spigot-end”. The “spigot-end” is usually marked with an “S” on the end of the cap (for new caps).

6. Use the 7/32” bits to enlarge the holes in the caps.

7. Lay the sealant tape around the perimeter shelf on the underdrain block taking care not to stretch the corners and make sure there are no gaps. Make sure it is a continuous square as well. Also, put a piece of 3M Sealant across every third rib across the top deck for a total of three (3) additional ribs. Note scissors are very good for cutting the seal tape and use a little water to wet your fingers to keep the seal tape from sticking to your fingers,

8. Carefully set the cap in place so that the gasket is not displaced and making certain the pre-drilled hole pattern in the cap is directly over the block holes. Place only part of the I.M.S Cap on the 3M sealant in a roll down fashion making sure the I.M.S Cap is not riding on surrounding guide molding on top of the filter block as this will cause leakage. An awl or small drill bit can be used to align the holes in the I.M.S Cap with the holes in the underdrain lugs.

9. Insert two #12 self-tapping screws (one at each end of the cap to hold it in place)--snug only to hold the cap in place.

10. Apply pressure around the perimeter of the cap by walking around the perimeter of the cap and use a rubber mallet to tap the edges to help compress the sealant. Look at the perimeter of the filter block where the 3M Sealant and top of the filter block meet--you will see the 3M sealant slightly excrete from around the perimeter of the cap. This will indicate a good seal.

11. Make certain that you have proper hole-alignment between the cap and filter block. Insert the #12 self-tapping screws in the cap holes and tighten to a reasonable resistance (12-15 in-lbs). Do not over tighten and strip the threads in the plastic block. If for some reason a screw becomes stripped during the I.M.S Cap installation, the next larger size screw will be needed or a #14.

12. Take one final look around the perimeter of the filter block after the cap has been installed and see that there is a good seal.

13. If applicable, re-install the 45-degree grout fillets at ends of the underdrain laterals.

14. Install filter media.

15. Disinfect filter prior to placing in service.

END OF DOCUMENT

ATTACHMENT A
REMOVING I.M.S. CAP & CLEANING SEALANT









ATTACHMENT B
APPLYING SEALANT & INSTALLING I.M.S. CAP













Leopold® Type S® Technology Underdrain

PART OF A COMPLETE LEOPOLD WATER OR WASTEWATER FILTER SYSTEM

LEOPOLD
a xylem brand

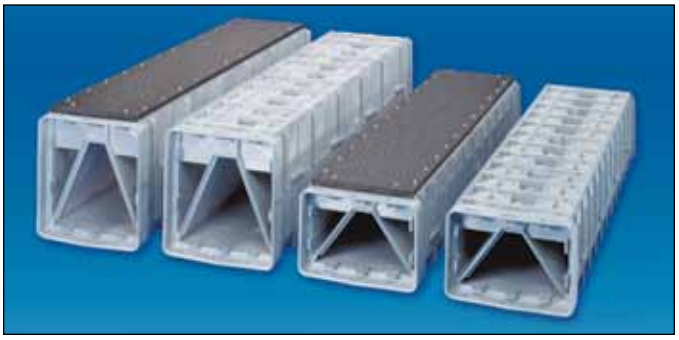
Type S Technology Underdrain
Benefit from the Advantages – Only from Leopold

Improved Underdrain Performance for Superior Results

Because the upward flow of air through an underdrain creates low-pressure zones in the underdrain, some orifices can become starved for flow . . . or even reverse flow. Leopold has designed a water recovery channel into its Type S® Technology Underdrain to help ensure uniform and continuous airflow from all of the top deck orifices. The water recovery channel is designed to allow water to re-enter the underdrain to equalize the low-pressure areas. This dramatically improves the performance of the underdrain and provides superior results, particularly with the dual lateral design.

The results of Type S technology are real:

- Broader airflow range, now 1 to 5 scfm/sf.
- Improved air stability under all operating conditions with all orifices providing uniform and continuous airflow.
- Lower water maldistribution — less than 5 percent (total).



There's a Leopold Type S Technology Underdrain available for every filter design, making it the only truly "universal" underdrain.



Leopold Type S Technology Underdrain features a unique water recovery channel for superior air scouring and water backwash performance.

Cleans the Media Better

All Leopold Type S Technology Underdrains feature closely spaced, non-clogging orifices for uniform distribution of air and/or water backwash. This does more than promote trouble-free operation. It cleans the media better.

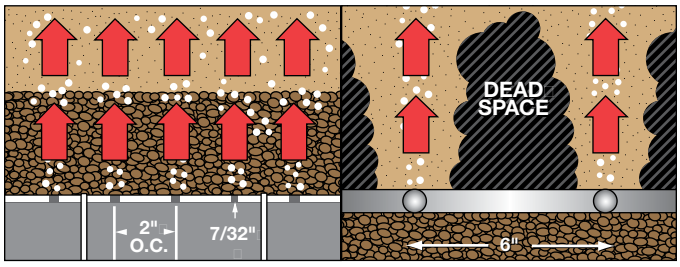
With other underdrain designs whose orifices are more widely spaced, dead zones can occur. This means the air does not reach and scour the media. The closely spaced orifices of Leopold Type S Technology Underdrain prevent the formation of dead spaces. As a result, all the media is exposed to the cleaning action of the air with Type S Technology Underdrain.

Collapse Pulse Cleaning, Regardless of Media Configuration

The wide, uniform air distribution of Leopold Type S Technology Underdrain enables various media configurations to benefit from collapse pulse cleaning during a concurrent backwash. Other underdrains limit the air flow rates. This can limit or even eliminate the possibility of collapse pulse cleaning.



Better air scour action – and better media cleaning – is the result of closely spaced, non-clogging orifices and uniform distribution of air throughout the length of the underdrain lateral.



The closely spaced, non-clogging orifices designed into Leopold Type S Technology Underdrain (left) provide uniform distribution of air and/or water backwash for trouble-free operation. With orifices widely spaced, dead spaces and inefficient cleaning of the media can occur.

More Forgiving Level Tolerances

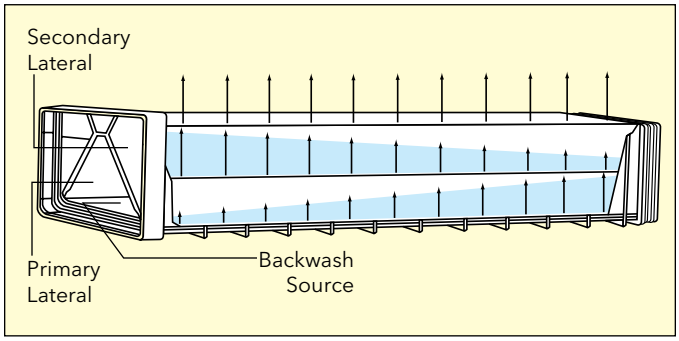
Older underdrain required a levelness of ±1/8 inch. Type S Technology Underdrain with internal baffles for reduced level sensitivity can be installed to a level tolerance of ±1/4 inch, which is more forgiving in existing, older installations where the construction tolerances were not as rigid.

Cost-Saving Installation and Operation

More forgiving installation tolerances means simpler instal-lation. This means lower filter construction costs. Improved filter performance means cleaner water and longer runs between backwashing. And this means lower operating costs per gallon of water filtered.



Installation is easier with Type S Technology Underdrain because blocks can be set to level ±1/4 inch (left). Assembly of laterals is easier because the blocks simply snap together to form leak-resistant, distribution efficient laterals (right).

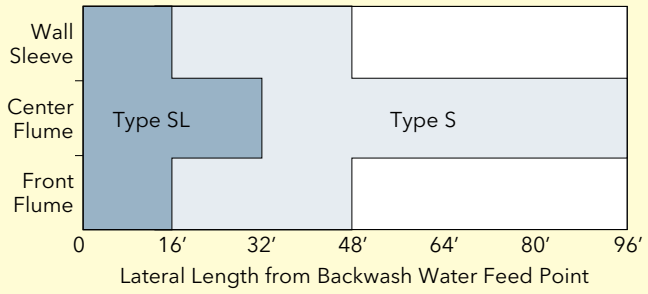


The dual lateral design pioneered by Leopold ensures uniform distribution of both water and air at each dispersion orifice opening even in extra long lengths – up to 100 feet in a center flume filter installation. Because more water and air flow through the openings in a lateral that are farthest from the source, discharge variances exist along the length of the primary feeder laterals. Any unbalanced flow from the feeder laterals creates an opposing flow, forming a directly compensating lateral into a uniform pressure condition throughout its length.

There's a Leopold® Type S® Technology Underdrain for Every Filter Design

Leopold® Universal® Type S® Underdrain is ideal for installations requiring longer laterals. Leopold Universal Type SL® Underdrain features a lower profile (it's 4 inches lower) making it ideal for shallow filters where greater filter media depth is desired. Both feature Type S Technology developed by Leopold for superior air scouring and water backwash performance. With Type S Technology available for every filter design, only Leopold offers a truly "universal" underdrain.

Leopold Type S Technology Underdrain Applications Guide (Air/Water Backwash)



Filter Applications for Leopold Universal Type S Technology Underdrain

- Turbidity (Solids) Removal
- Lime Softening
- Iron/Manganese Removal
- Wastewater Treatment Solids Removal
- Denitrification
- Any Water or Wastewater Treatment Process

More Features of Leopold Universal Type S and Type SL Underdrain

- 75 years of proven dual lateral design pioneered by Leopold
- Light weight for easy handling
- High-density polyethylene (HDPE) construction for strength and corrosion resistance
- Smooth surface for reducing the potential for calcification

Leopold® IMS® Cap Eliminates the Need for Support Gravel

The Leopold Universal Type S and Type SL Underdrain can be specified with Leopold IMS (integral media support) cap factory-installed on the top of the underdrain block.

Another filter technology innovation pioneered by Leopold, the IMS cap was developed by Leopold as a replacement for support gravel in filters equipped with Leopold dual lateral underdrain. By eliminating the support gravel, the overall depth of the filter can be reduced which could also allow for deeper media in existing filters. In addition, Leopold IMS cap allows for easy removal and change of media such as activated carbon.

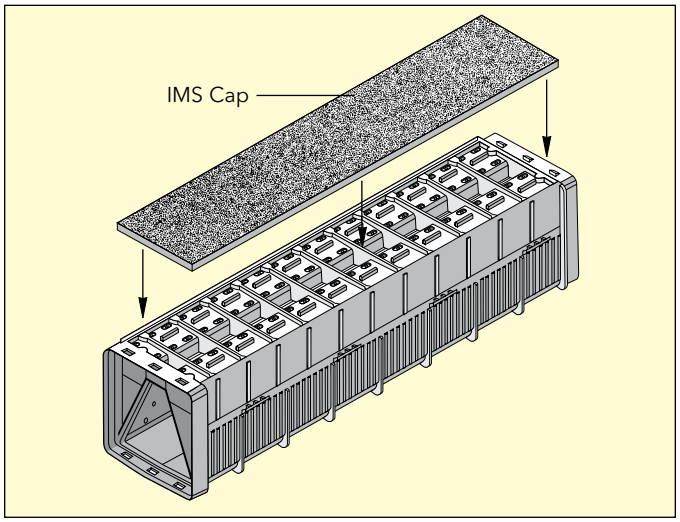
Put the Leopold Filter System Advantage to Work for You

Leopold has assembled an array of technologies giving us the capability of engineering and delivering a complete filter system for virtually any filter design, virtually any performance requirements. Leopold Type S Technology Underdrain is just one of those technologies. When Leopold supplies Type S Technology Underdrain as part of a complete Leopold filter package, we can assure guaranteed filter performance and process results.

Pace-setting filter technologies. More than 75 years of filter process knowledge, experience, and expertise. Unparalleled support. All for assured guaranteed filter performance and process results. This is the Leopold filter system advantage.

Leopold Universal Type S Technology Underdrain Technical Specifications

	Type S	Type SL
Material:	High-Density Polyethylene (HDPE)	High-Density Polyethylene (HDPE)
Size:	Length - 48" (Nominal) Width - 11" (Nominal) Height - 12" (Nominal)	Length - 48" (Nominal) Width - 11" (Nominal) Height - 8" (Nominal)
Weight:	25 lb (approx)	19 lb (approx)



The Benefits of Leopold IMS Cap

- Eliminates support gravel
- Light weight
- Easy change to deeper media or carbon
- Proven flow distribution
- Removable for inspection
- Compatible with water treatment chemicals

Insure quality, specify Leopold as your single source for:

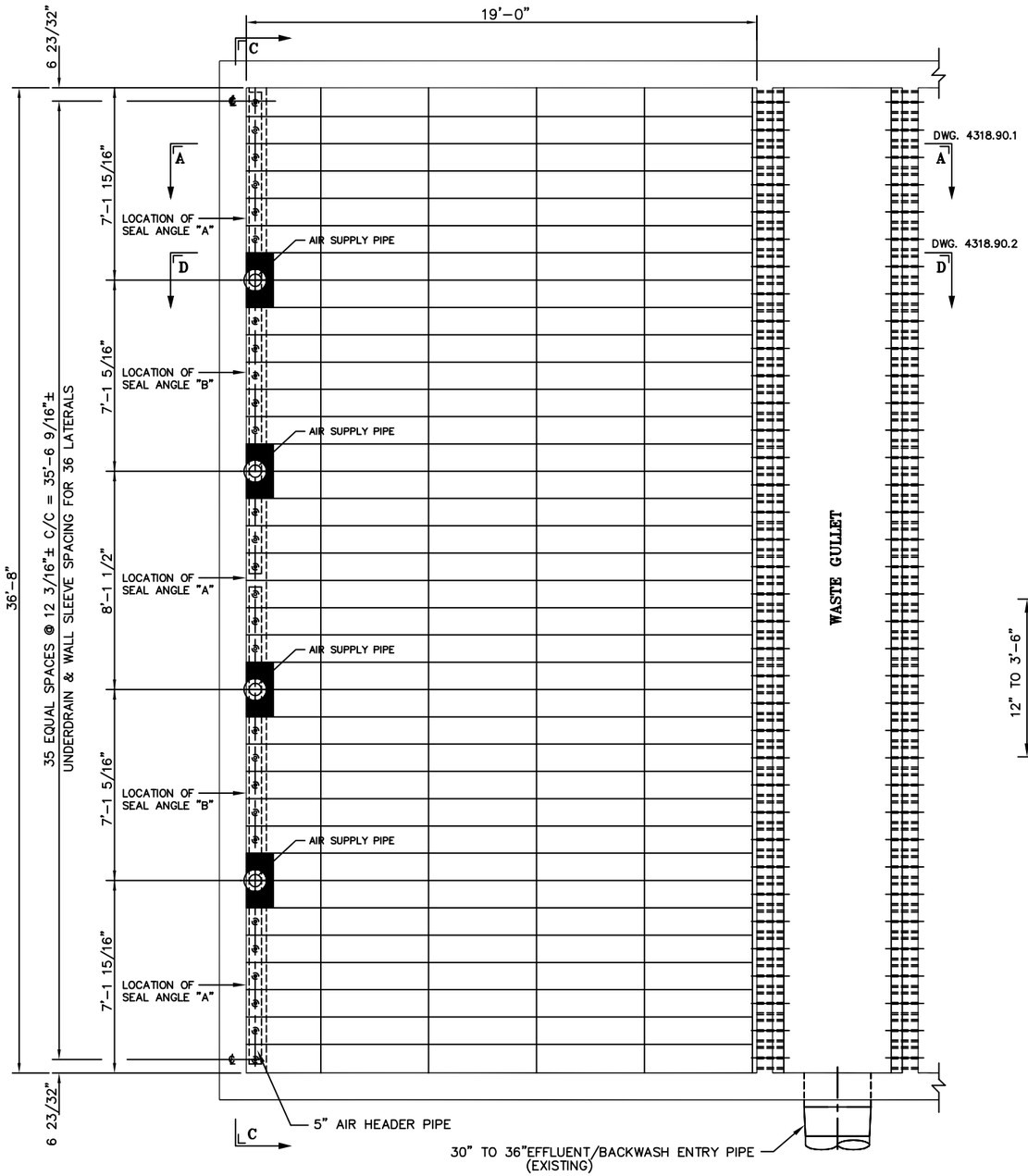
- Filter Equipment
- Fiber Glass Products
- Filter Controls
- Instrumentation
- Clarification
- Dissolved Air Flotation
- Membrane Filtration
- Filter Media
- Filter Rehabilitation

xylem
Let's Solve Water

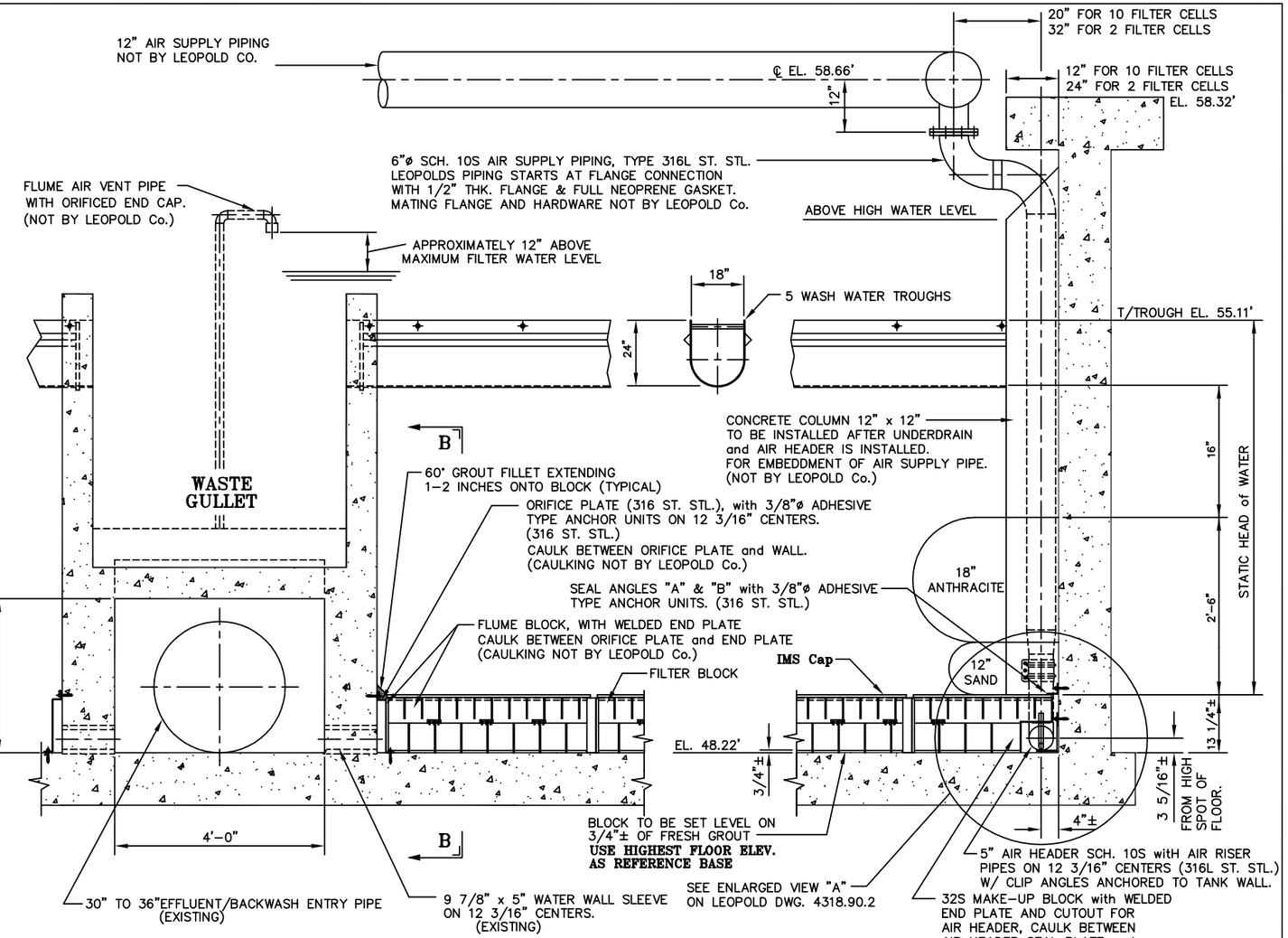
Xylem, Inc.
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Telephone: (724) 452-6300
Fax: (724) 452-1377
www.xyleminc.com

NSF Certified to NSF/ANSI 61

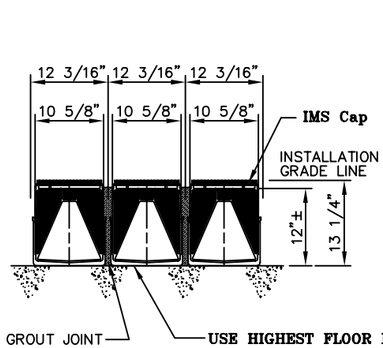
Leopold is a brand of Xylem. For the latest version of this document and more information about Leopold products visit www.fbleopold.com
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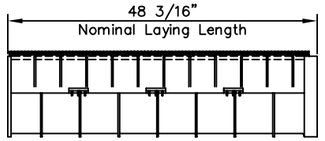
PLAN VIEW
12 FILTER CELLS REQUIRED



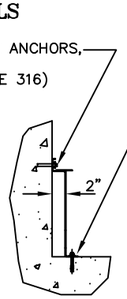
SECTION A-A
TYPICAL FOR 28 LATERALS

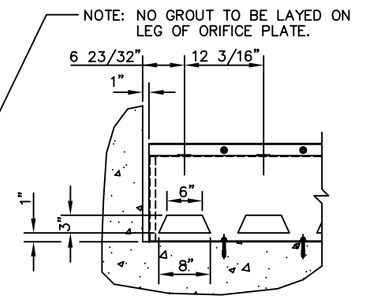


SECTION B-B



Wall Flume Block





ORIFICE PLATE TO BE SET LEVEL USING THE HIGHEST FLOOR ELEVATION AS A REFERENCE BASE. FILL GROUT UNDER ORIFICE PLATE AS REQUIRED. ALL JOINTS TO BE FIELD WELDED AFTER INSTALLATION.

NOTES

1. FILTER DESIGN BASED ON THE FOLLOWING FLOW RATES:
   HIGH RATE BACKWASH – 20 GPM/SQ.FT.
   AIR SCOUR – 5 SCFM/SQ.FT.
   CONCURRENT AIR/WATER – 5 SCFM/5 GPM PER SQ.FT.
2. AIR PRESSURE REQUIRED AT AIR HEADER INLET, (INCLUDES AIR HEADER, UNDERDRAIN & STATIC HEAD of WATER): 4.06 PSI
3. SEE DATA SHEET TSU-PE-2 FOR MATERIAL AND INSTALLATION NOTES
4. FOR UNDERDRAIN BILL OF MATERIALS, SEE DWG. 4318.60.1
5. ALL MOUNTING BRACKETS TO BE STAINLESS, TYPE 316 AND ALL HARDWARE TO BE STAINLESS STEEL, TYPE 316.
6. ENGINEER AND/OR CONTRACTOR TO VERIFY ALL DIMENSIONS AT APPROVAL.
7. DIMENSIONS AND OTHER INFORMATION PRESENTED ON THIS DRAWING REPRESENT LEOPOLD'S INTERPRETATION OF THE PROJECT REQUIREMENTS BASED UPON THE PLANS AND SPECIFICATIONS PREPARED BY OTHERS. LEOPOLD HAS NOT AND WILL NOT MAKE ANY SITE SURVEY AND WE EXPECT THE PURCHASER TO VERIFY ALL MEASUREMENTS SHOWN, PROVIDE NEW INFORMATION WHERE REQUESTED, AND ADVISE US OF ANY CONDITIONS NOT HERETOFORE DISCLOSED, THAT WILL IMPACT THE DESIGN OR OPERATION OF OUR EQUIPMENT. LEOPOLD WILL ASSUME NO RESPONSIBILITY FOR ANY COSTS ASSOCIATED WITH EXTRA WORK NECESSITATED BY UNDISCLOSED CONDITIONS.
9. EXISTING FILTER FLOOR:
   CHECK FLOOR FOR ROUGHNESS. IF SURFACE IS TOO SMOOTH, THEN ALTERNATIVE REQUIREMENTS MAY BE NECESSARY.

NSF Certified to ANSI/NSF 61

UNDERDRAIN BLOCK
MEDIA: GRAVEL SAND GARNET CARBON ANTHRACITE

IMS® Cap
FIBERGLASS PRODUCTS
STAINLESS STEEL PRODUCTS

THIS DRAWING IS SENT TO YOU SUBJECT TO RETURN UPON DEMAND, AND WITH THE UNDERSTANDING THAT IT IS NOT TO BE REPRODUCED, COPIED OR USED DIRECTLY OR INDIRECTLY, IN ANY WAY DETRIMENTAL TO OUR INTERESTS. ALL PATENT RIGHTS RESERVED.

REVISION
1 PER CH2MHILL 1-6-04 RCK
2 FLOOR ELEVATION 3-18-04 RCK
3 PIPE LOCATIONS 5-5-04 RCK

UNIVERSAL® TYPE S™ UNDERDRAIN with IMS Cap H-FLUME FILTER ARRANGEMENT
COCOA, FL M3-4318-L

LEOPOLD WATER & WASTEWATER PRODUCTS
227 S. DIVISION STREET ZELIENOPLE, PA 16063-1313

DRAWN BY	CHECKED BY	DATE	SCALE	DWG NO
RCK	AJT	OCT. 03	NONE	4318.90.1 R3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nancy Stellato	
L. Calvin Jones & Company 3744 Starrs Centre Drive P.O. Box 159 Canfield OH 44406-0159	PHONE (A/C, No, Ext): (330) 533-1195	FAX (A/C, No): (330) 533-7583
	E-MAIL ADDRESS: nstellato@lcalvinjones.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Elenis Contracting LLC 563 Edward Lane Campbell OH 44405	INSURER A : Admiral Insurance Co	
	INSURER B : Zurich Insurance Services	502
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2020-2021 Rev Mst OSC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [X] XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		FEIECC2724100	03/27/2020	03/27/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			FEIECC2724100	03/27/2020	03/27/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC1025813-00	02/22/2021	02/22/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	Other States Cov. $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractor Pollution Liability			FEIECC2724100	03/27/2020	03/27/2021	Each Pollution Condition Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This document neither affirmatively nor negatively amends, extends, or alters the terms of or the coverage afforded by policy referenced herein.
Project: Dyal GW Filter #2 IMS Cap and Media Replacement
Additional Insured status is provided to City of Cocoa on the General Liability coverage per the additional insured form included within the policy.

CERTIFICATE HOLDER

City of Cocoa
375 N. Cocoa Blvd.
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nancy A. Stellato

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