City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, January 26, 2021

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 21-75 Approve the Agenda for the Regular meeting of January 26, 2021 as presented or with amendments.

Attachments: 01-26-2021 Short Agenda ADA.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 21-47 Historic Cocoa Village Main Street Annual Update. (HCVMA)

III.2 21-93 Informational Annual Investment Report for FY2020. (Finance Director)

Attachments: City of Cocoa Council Presentation - January 26 2021 DRAFT1.pptx

093020 Cocoa Aggregate Quarterly Report.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 21-64 Approval to apply for the Victims of Crime Act (VOCA) Grant in the amount of $117,841 and to commit $29,460 toward the match requirement in the application in order to provide victim advocate services to crime victims. The total amount equals $147,301. (Interim Police Chief)

Attachments: VOCA FY22 Internal Grant Application.pdf

V.2 21-72 Approve the First Amendment to Purchase Agreement to RFQ-17-16-COC, Continuing Service Agreements with Bussen-Mayer Engineering Group, Inc., Mead & Hunt, Inc., and Hazen & Sawyer, P.C. for Engineering Services for Design, Permitting and Services During Construction of Utility Conveyance System Upgrades & Expansion. (Utilities Director)

Attachments: RFQ-17-16-COC 1st Amendments with vendor signatures.pdf
Bussen Mayer - Executed Agreement.pdf
Mead & Hunt - Executed Agreement.pdf
Hazen & Sawyer - Executed Agreement.pdf
BMEG COI Exp 2-2021 and 10-2021.pdf
Mead & Hunt exp 12-1-21.pdf
Hazen & Sawyer COI 1.6.21.pdf

V.3 21-74 Award Bid B-21-05(A)-COC, Contract Laboratory Services, to Pace Analytical Services LLC, Ormond Beach, Florida; To Authorize the City Manager to Execute the Contract and approve future renewals. (Utilities Director)

Attachments: Bid Summary ITB# 21-05(A).pdf
Master Bid Tabulation Sheet (B-21-05-COC).pdf
Notification of Intent to Award_B-21-05(A)-COC.pdf
Addendum_4_Revised_Pricing_Table.xlsx_Pace_A.pdf

V.4 21-84 Approve a Resolution Amending the FY21 Budget, BAF #21-045-A, through the use of General Fund Balance Reserves, for the Contribution to School Board of Brevard County, for Improvements to Cocoa High Schools Track. (Finance Director)

Attachments: Budget Resolution FY 2021- ADA Compliant.docx
Interlocal Agreement_ Cocoa High School Track Funding.pdf
Journal.pdf
BAF 21-046-A-FN-Cocoa High School Track Contribution (1-26-21) Agenda 21-

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 21-76 Approve the appointments of Tammy Findley-Bell, Michael Klug, and Kathy Hamilton-Brown to the Police Community Relations Advisory Board. (Administrative Services Director)

Attachments: Findley-Bell Board application.pdf
Hamilton-Brown Application.pdf
Klug Board Application.pdf
PCRAB Roster.pdf

VII.2 21-82 Approve a Resolution adopting Resilient Cocoa, the City's Resiliency Action Plan to address resiliency issues and develop strategies to strengthen the City's capacity to withstand and recover quickly from natural hazards.

Attachments: Resolution adopting the Resilient Cocoa Action Plan 2021.docx
Resilient Cocoa 2020.pdf
2017-137 (Establishing a Sustainability Advisory Committee).pdf
2019-011 (Adopting the East Central Florida Regional Resiliency Action Plan).p
2020-225 (Adopting the Sustainability Action Plan).pdf

VIII.3 21-92 Consider the Reappointment of Sylvia Thomas as Seat #1 on the Diamond Square CRA through January 30, 2022. (Administrative Services Director)

Attachments: 01_18_2021 Thomas Application for Reappt.pdf
Recorded_ Diamond Square Interlocal Agreement CRA with Brevard County.pd
Roster Diamond Square Redevelopment.pdf

VIII. CITY BUSINESS:

MULTI-YEAR CONTRACTS:

VIII.1 21-78 Award Bid #B-21-06-COC, City of Cocoa for Pond Maintenance Services, to Future Horizons, LLC, in the amount of $17,910.85; Approve a Resolution Authorizing the City Manager to execute change orders and other contract related purchases in an Amount Not To Exceed the budgeted amount. Authorize the City Manager to Execute the Original One Year Contract and Subsequent Four One-Year Renewals. (Public Works Director)

Attachments: 1_06_2021 Service Level Agreement.pdf
Resolution for Pond Maintenance Services.docx
Master Bid Tabulation Sheet (B-21-06-COC).pdf

VIII.2 21-80 Approve a multi-year contract with SageView Advisory Group for financial consulting services for the City's 457(b) and 401(a) retirement plans from February 1, 2021 to January 31, 2024 with two two-year renewal options and authorize the City Manager to negotiate and sign city attorney approved agreement and any renewal terms. (Administrative Services Director)

Attachments: Consultant Quotes.pdf
SageView_Response_to_RFQ_-_City_of_Cocoa.pdf

IX. INFORMATIONAL AGENDA:

IX.1 21-68 FY 2021 Budget Adjustment Report. (Finance Director)

Attachments: December FY 2020 EXPENSE Budget Tracking Worksheet.pdf
December FY 2020 REVENUE Budget Tracking Worksheet.pdf

IX.2 21-69 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: Change Order Authorizations 12-31-20.pdf

IX.3 21-70 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget by Classification Report - December 2020.pdf

IX.4 21-71 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 12/31/2020.

Attachments: PO Monthy Report to City Council 10.01.20 thru 12.31.20.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

Due to the COVID-19 Emergency and the closing of City Hall to the public to limit public gatherings in accordance with Federal and State directives, the City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2), specifically one or more members of the City Council may attend and participate by speakerphone. Interested persons are encouraged to view and listen to the meeting by accessing the meeting at the following internet addresses:

(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

In addition, interested persons may submit their written comments or questions regarding the meeting prior to and during the meeting through Email, via the following email address: meetings@cocoafl.org. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk at the contact information stated above.

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.

City Code Section 2-54 requires that an affirmative vote of a majority of a quorum present shall be necessary to enact an ordinance or adopt any resolution; except that two-thirds of the membership of the Council is required to enact an emergency ordinance. All ordinances require two readings, entitled first reading and second reading and public hearing, prior to adoption.

Members of the public speaking on public hearing items, though entitled to be heard by the City Council, are not entitled to an immediate response by either administrative staff members or Council once the public hearing is closed; however, Council discussion may or may not include a response. No question by the public should be addressed directly by the Administrative staff.

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Representatives of recognized groups 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 issue shall be allowed.

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda.

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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. This is a public meeting. All interested parties may attend. 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.

Legislation Details (With Text)

File #:	21-75	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	1/8/2021			**In control:**	City Council
On agenda:	1/26/2021			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of January 26, 2021 as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-26-2021 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2021
Agenda Date: January 26, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of January 26, 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 has approved its agenda for all regular meetings at the beginning of such meetings.

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of January 26, 2021 as presented or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: January 26, 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 January 26, 2021 (21-75)

2. Minutes: N/A

III. Awards and Presentations:

1. Historic Cocoa Village Main Street Annual Update. (21-47). (HCVMA)

2. Informational Annual Investment Report for FY2020. (21-93). (Finance Director)

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:

1. Approval to apply for the Victims of Crime Act (VOCA) Grant in the amount of $117,841 and to commit $29,460 toward the match requirement in the application in order to provide victim advocate services to crime victims. The total amount equals $147,301. (21-64). (Interim Chief of Police)

2. Approve the First Amendment to Purchase Agreement to RFQ-17-16-COC, Continuing Service Agreements with Bussen-Mayer Engineering Group, Inc., Mead & Hunt, Inc., and Hazen & Sawyer, P.C. for Engineering Services for Design, Permitting and Services During Construction of Utility Conveyance System Upgrades & Expansion. (21-72). (Utilities Agreement)

3. Award Bid B-21-05(A)-COC, Contract Laboratory Services, to Pace Analytical Services LLC, Ormond Beach, Florida; To Authorize the City Manager to Execute the Contract and approve future renewals. (21-74). (Utilities Director)

4. Approve a Resolution Amending the FY21 Budget, BAF #21-045-A, through the use of General Fund Balance Reserves, for the Contribution to School Board of Brevard County, for Improvements to Cocoa High Schools Track. (21-84). (Finance Director)

VI. Public Hearings:

None.

VII. Council Business:

1. Approve the appointments of Tammy Findley-Bell, Michael Klug, and Kathy Hamilton-Brown to the Police Community Relations Advisory Board. (21-76). (Administrative Services Director)

2. Approve a Resolution adopting Resilient Cocoa, the City’s Resiliency Action Plan to address resiliency issues and develop strategies to strengthen the City’s capacity to withstand and recover quickly from natural hazards. (21-82). (Community Services Director)

3. Consider the Reappointment of Sylvia Thomas as Seat #1 on the Diamond Square CRA through January 30, 2022. (21-92). (Administrative Services Director)

VIII. City Business:

None.

Multi-Year Contracts:

1. Award Bid #B-21-06-COC, City of Cocoa for Pond Maintenance Services, to Future Horizons, LLC, in the amount of $17,910.85; Approve a Resolution Authorizing the City Manager to execute change orders and other contract related purchases in an Amount Not To Exceed the budgeted amount. Authorize the City Manager to Execute the Original One Year Contract and Subsequent Four One-Year Renewals. (21-78). (Public Works Director)

2. Approve a multi-year contract with SageView Advisory Group for financial consulting services for the City's 457(b) and 401(a) retirement plans from February 1, 2021 to January 31, 2024 with two two-year renewal options and authorize the City Manager to negotiate and sign city attorney approved agreement and any renewal terms. (21-80). (Administrative Services Director)

IX. Informational Agenda:

1. FY 2021 Budget Adjustment Report. (21-68). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (21-69). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (21-70). (Finance Director)

4. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 12/31/2020. (21-71). (Finance Director)

X. Reports:

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

XI. Adjournment:

XII. Notice To The Public:

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

However, the City is not responsible if interested parties are unable to view and listen to the meeting due to technical difficulties occurring during the meeting. In addition, interested persons may submit their written comments or questions regarding items on the Council meeting agenda prior to and during the meeting through Email, via the following email address: meeting@cocoafl.org. Email comments relevant to the Council meeting agenda will be made a part of the City Council meeting record, however, they will not be read into the record. Written comments or questions not relevant to the Council meeting agenda will be not be made a part of the meeting record, however, they will be maintained as a public record. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk at the contact information stated above.

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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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

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PUBLIC TRUST ADVISORS

Economic Update and Investment Strategy Review

John F. Grady, Managing Partner

January 26, 2021

COCOA FLORIDA

Bloomberg Forecast – January 2021 Survey

	Actual / Forecasts							Probability of Recession		20.0%
Indicator	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Economic Activity										
Real GDP (YoY%)	1.8	2.5	3.1	1.7	2.3	3.0	2.2	-3.5	4.1	3.4
Consumer Spending ...	1.5	3.0	3.8	2.8	2.6	2.7	2.4	41.0	4.9	3.7
Government Spendin...	-2.4	-0.9	1.8	1.8	0.9	1.8	2.3	1.1	0.1	1.0
Private Investment (...	6.9	5.6	5.5	-1.5	3.5	6.3	1.7	-5.6	8.0	4.6
Exports (YoY%)	3.6	4.2	0.4	0.3	3.9	3.0	-0.1	-13.1	6.9	5.5
Imports (YoY%)	1.5	5.0	5.2	1.7	4.7	4.1	1.1	-9.9	9.7	4.1
Industrial Production (Yo...	2.0	3.1	-1.0	-2.0	2.3	4.0	0.8	-7.0	4.6	3.2
Price Indices										
CPI (YoY%)	1.5	1.6	0.1	1.3	2.1	2.5	1.8	1.2	2.1	2.1
PCE Price Index (YoY%)							1.4	1.2	1.8	2.0
Core PCE (yoy%)	1.5	1.6	1.2	1.6	1.7	2.0	1.7	1.4	1.7	1.9

Source: Bloomberg

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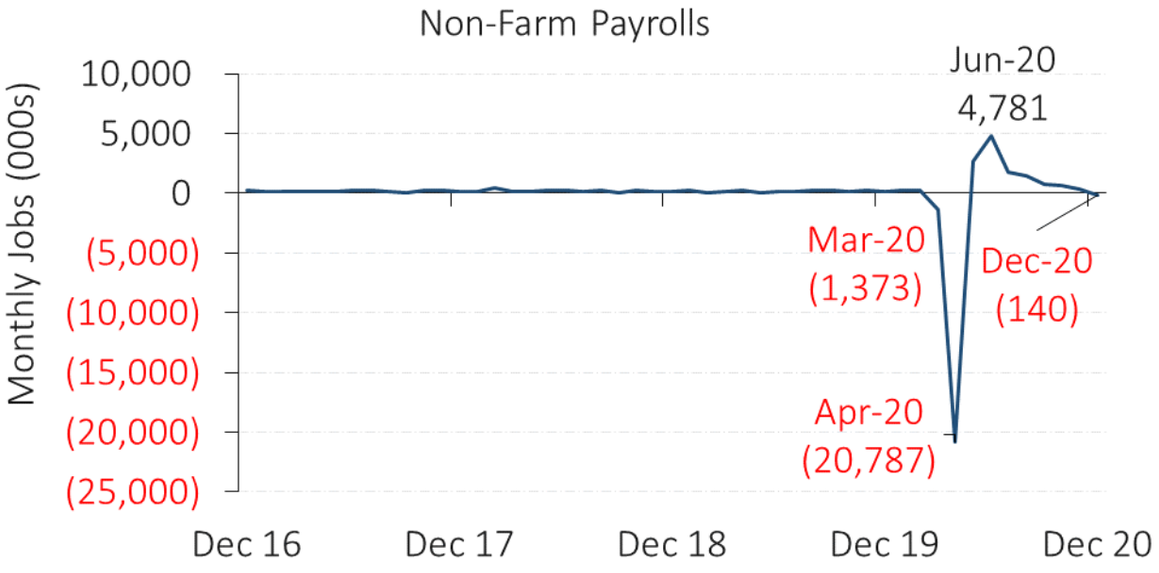
The Labor Market

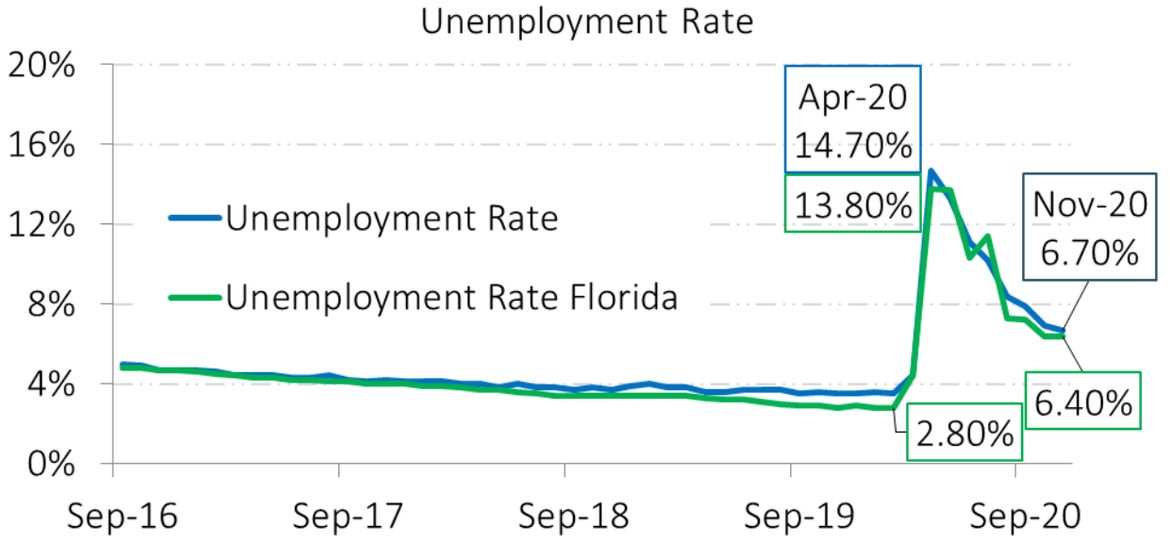
Nonfarm Payrolls

- After more than 22 million job losses in March and April, the economy recovered 12.3 million of these jobs from May through November.
- For the first time in six months, the economy lost 140,000 jobs in December.
- While current forecasts predict record job growth during 2021 there remains considerable economic uncertainty.

Unemployment Rate

- Unemployment continues to surprise in a good way. Nationwide the unemployment rate dropped to 6.7% in November – a full percentage point from September.
- Florida unemployment continues to improve as well, although there was a slight uptick to 6.4% in November from 7.2% in September.





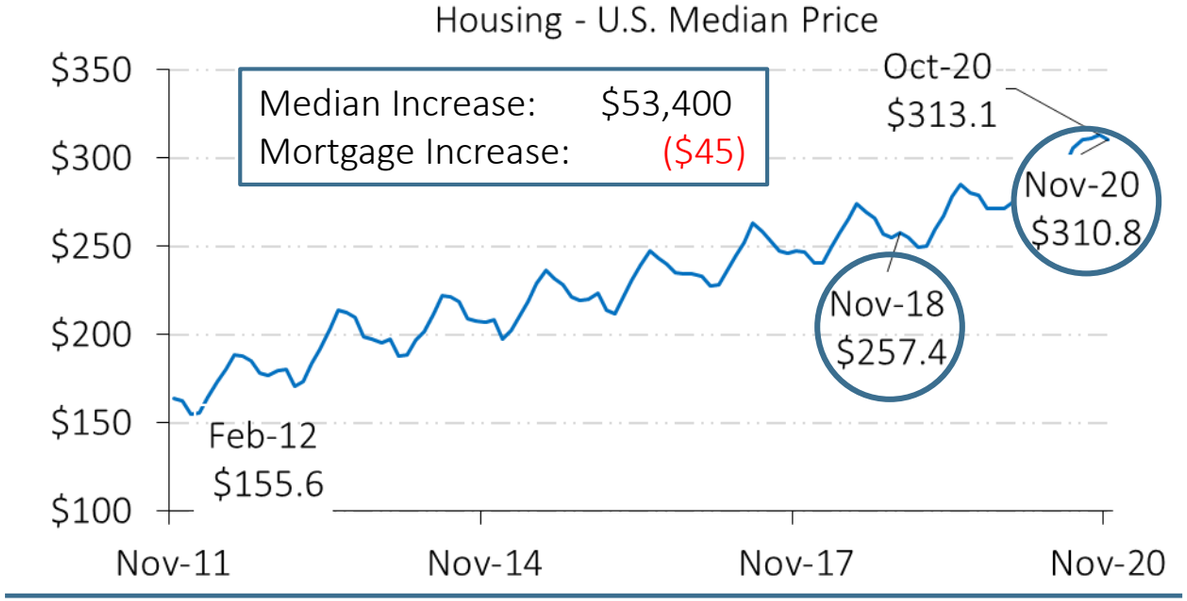
Source: Bloomberg

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The Housing Market

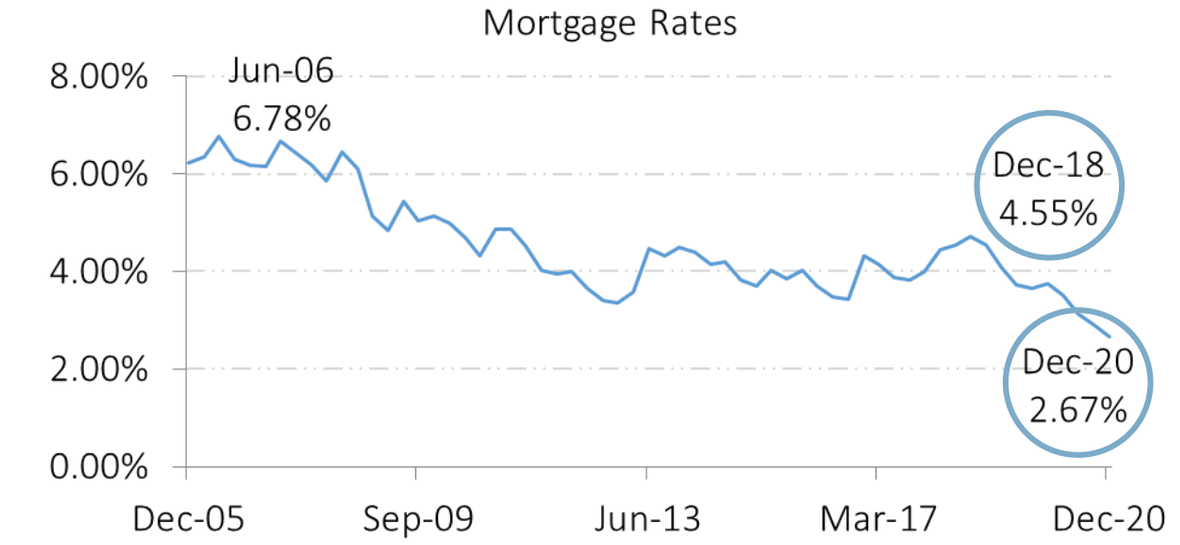
Median Housing Prices

- Amazingly, even the COVID19 pandemic has not impacted housing demand and prices.
- The median home price increased 14.6% for the last 12 months ended November and has doubled since the low of $155k in January 2012.



Mortgage Rates and Demand

- Historically low mortgage rates have encouraged buyers and helped maintain pricing trend.
- Rates were more than 1.8% lower from December 2018.
- This decrease in mortgage rates more than offsets the $53.4k price increase in housing during the same period.



Source: Bloomberg, bankrate.com

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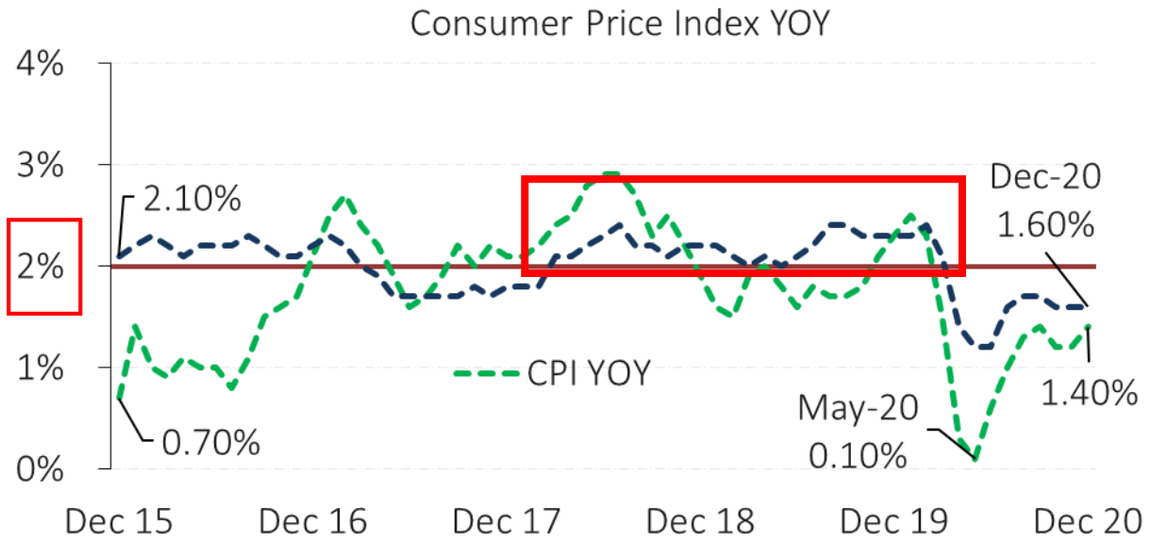
Inflation and Growth

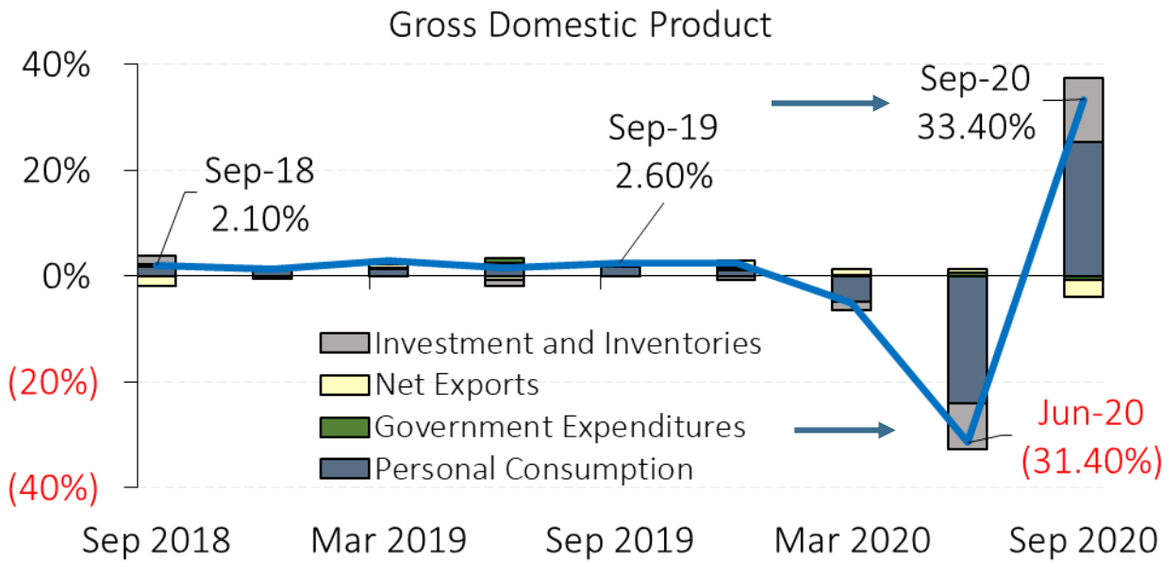
Personal Consumption Expenditures

- PCE declined as demand dropped from economic closures across the globe in March and April.
- The PCE and Consumer Prices (CPI) indexes remained stubbornly below the FOMC's previous target of 2.0% long before the COVID-19 pandemic.
- Recently, the FOMC stated a change to the 2.0% inflation target approach since Chairman Bernanke put this in place in 2012.

GDP Contracts at Historic Level

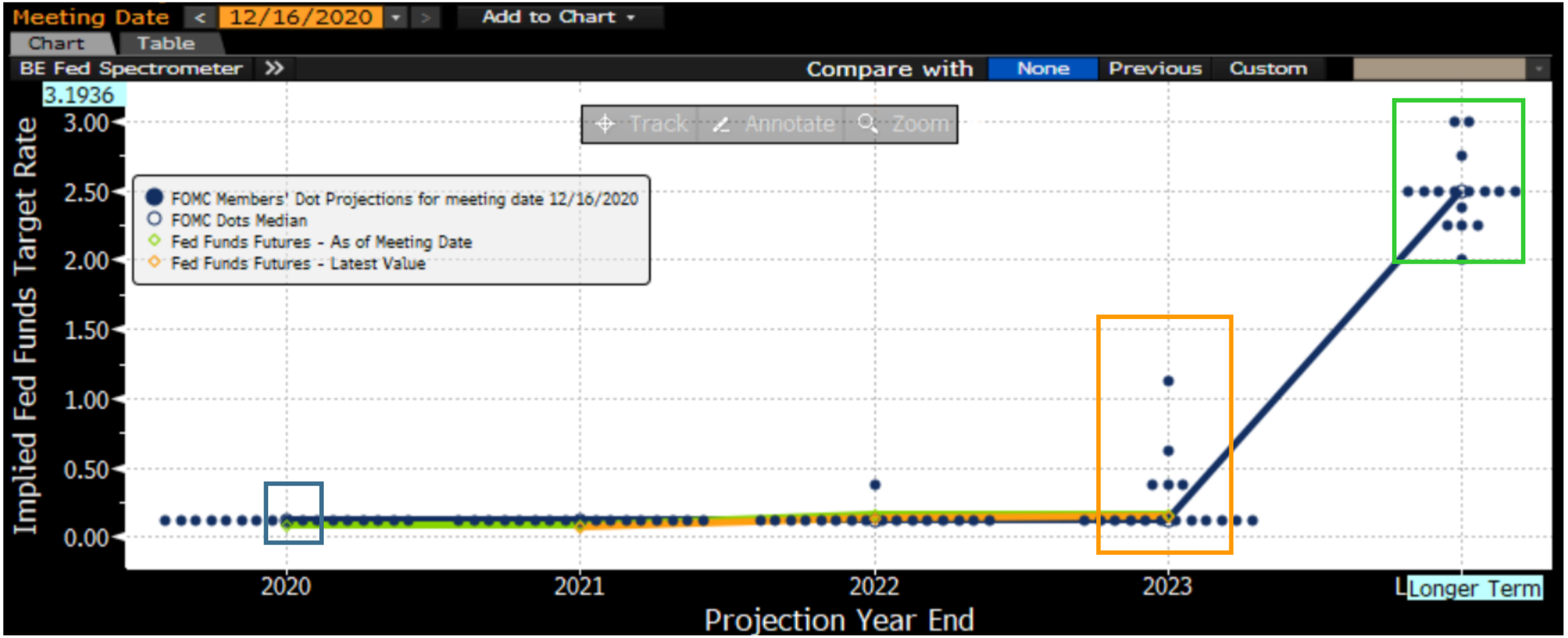
- Gross Domestic Product contracts by the most ever since being recorded in 1947…..Then rebounds by the most ever
- Personal consumption (-24.0%) and business investments (-8.8%) make up more than 85% of the economy.
- The strength and speed of the economic recovery will be dependent on consumer and business spending.





Source: Bloomberg

Federal Open Market Committee Dot Plot – December 16, 2020

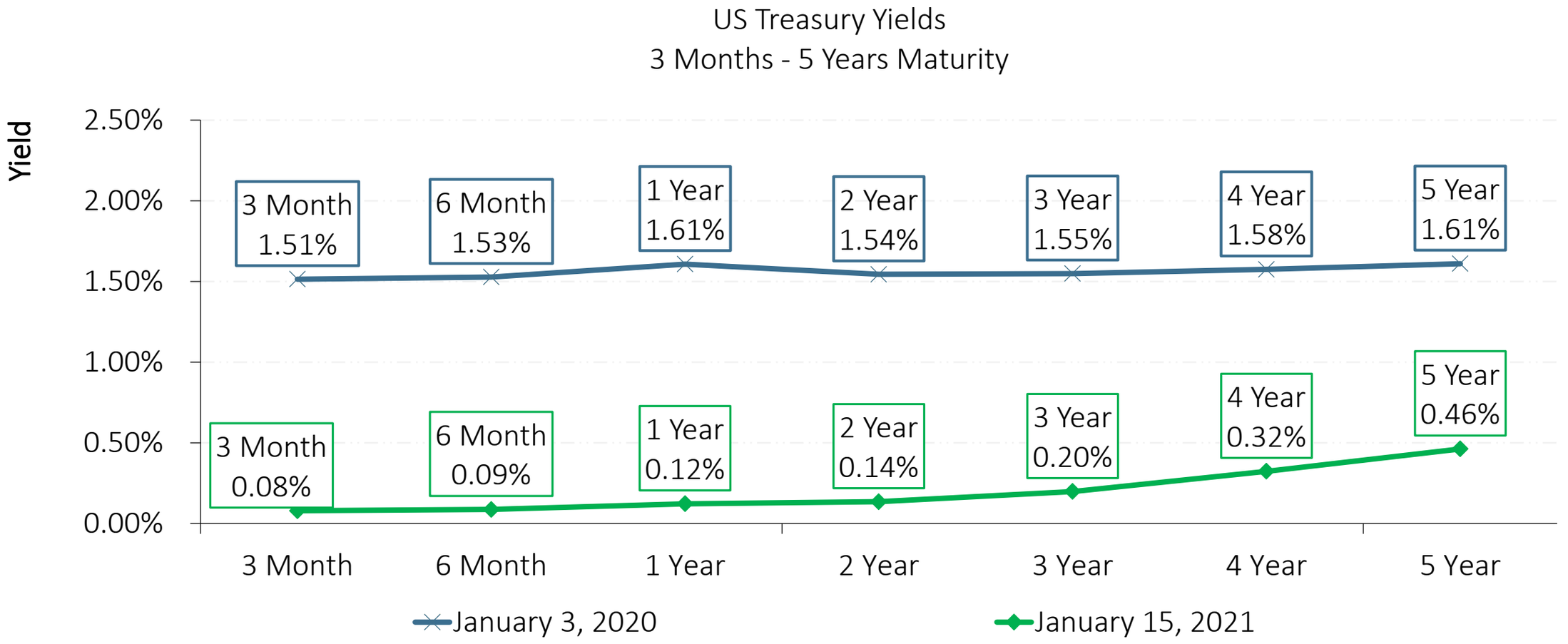


- The FOMC currently projects a longer term trend rate of 2.5%.

Source: Bloomberg

Public Trust Advisors 2021 ©

Yield Curve Suggests Low Growth/Low Inflation



- The U.S. Treasury yield curve remains flat with yields at or near historical low rates.

Source: Bloomberg

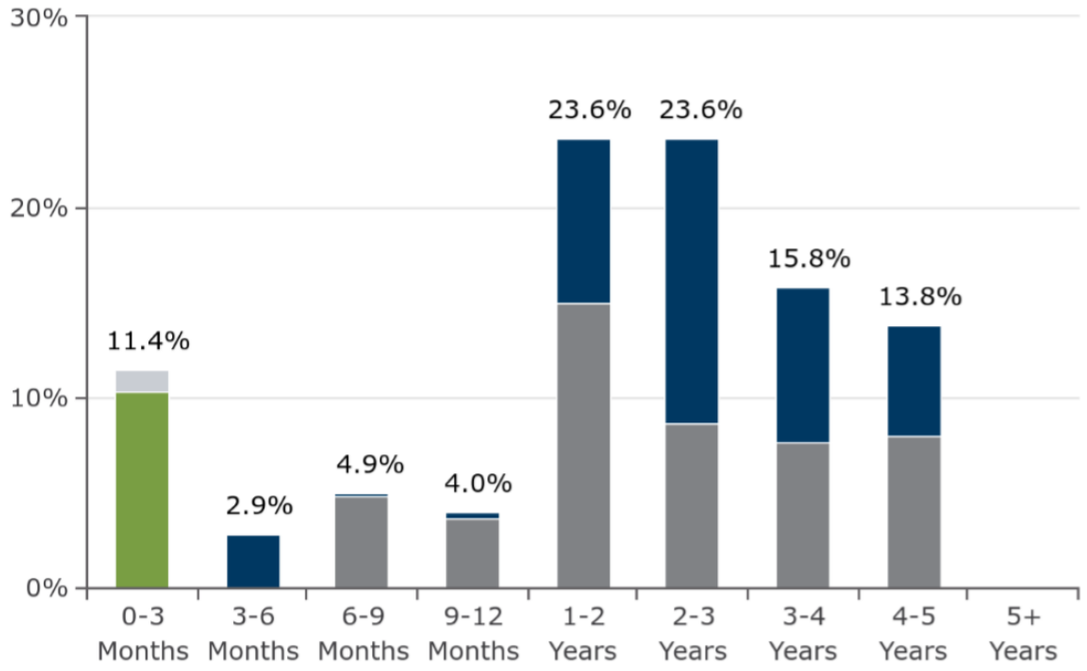
City of Cocoa's Investment Program Review

- ✓ Fiscal year 2020 was a very productive year in updating the City's overall investment program.
- ✓ Working closely with the City's Finance Director the overall program was restructured based on the following criteria:
  - ✓ Sources and uses of funds
  - ✓ Anticipated timing of expenditures
  - ✓ Investment policy statement objectives and parameters
  - ✓ Current market conditions and historical performance
- ✓ The new investment portfolio structure created a more efficient investment program that can be actively managed with a disciplined approach.
- ✓ The City utilizes bank deposits and AAA rated local government investment pools for daily liquidity and short term expenses and investment portfolios with a two year average maturity (duration) target for assets identified as reserves and for longer term expenditures.
- ✓ This multiple duration investment approach minimizes risks in rising and declining interest rate environments with the primary objective of safety of principal by investing in highly rated fixed income securities.
- ✓ The investment program is compliant with the City's investment policy and with Florida State Statutes.

Operating Portfolio

- The Operating Portfolio provides funding over multiple fiscal years. The portfolio is structured with maturities between one and five years. Funds are undesignated.
- Increased the portfolio balance by 45% during the year based on the overall restructuring of the City's investment program
- During September 2020 the proceeds from the City's Enhanced Cash account were transitioned to the Operating portfolio to allow for a longer term investment strategy.
- Invested new proceeds during the first quarter FY2021 to build out the portfolio duration and asset allocation.
- As of December 31st the portfolio duration was 2.17 years and the book yield was 0.60%.
- The portfolio is diversified with highly rated fixed income securities and compliant with the City's investment policy.

Security Distribution	Sep 30, 2020 Ending Balance	Dec 31, 2020 Ending Balance	Dec 31, 2020 Portfolio Allocation
Cash	$46.68	$8.63	0.00%
U.S. Treasury Notes	$3,805,560.11	$12,011,224.40	47.95%
Federal Instrumentality (GSE)	2,498,647.62	10,176,660.89	40.62%
Money Market Funds	$16,635,855.70	$2,609,406.45	10.42%
Corporate Notes	253,047.08	253,159.41	1.01%
Portfolio Total	**$23,193,157.19**	**$25,050,459.78**	**100.00%**

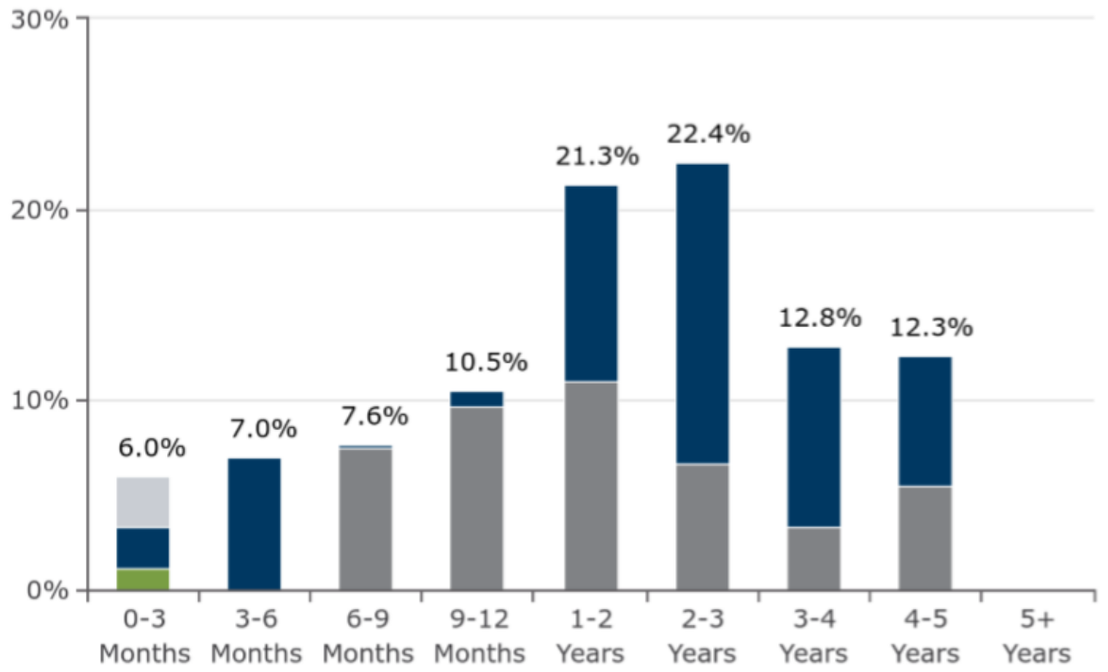


Source: Public Trust Advisors

Reserves Portfolio

- The Reserves Portfolio is structured based on requirements defined in the bond indenture for the City's outstanding debt per debt issuance.
- Decreased the portfolio by approximately 30% during the year as the City identified reserves that were no longer required due to changes in the Master Bond Resolution.
- Invested new proceeds during the 1st quarter FY2021 to build out the portfolio duration and asset allocation.
- Invested money market funds balances from recent maturities during the first quarter of FY2021.
- As of December 31st the portfolio duration was 2.03 years and the book yield was 1.14%.
- The portfolio is diversified with highly rated fixed income securities and compliant with the City's investment policy.

Security Distribution	Sep 30, 2020 Ending Balance	Dec 31, 2020 Ending Balance	Dec 31, 2020 Portfolio Allocation
Cash	$71.67	$0.77	0.00%
U.S. Treasury Notes	$6,430,328.11	$7,835,726.31	43.62%
Federal Instrumentality (GSE)	4,521,401.03	9,457,857.19	52.65%
Money Market Funds	$8,246,963.18	$207,772.87	1.16%
Corporate Notes	463,749.44	463,749.44	2.58%
Portfolio Total	**$19,662,513.43**	**$17,965,106.58**	**100.00%**

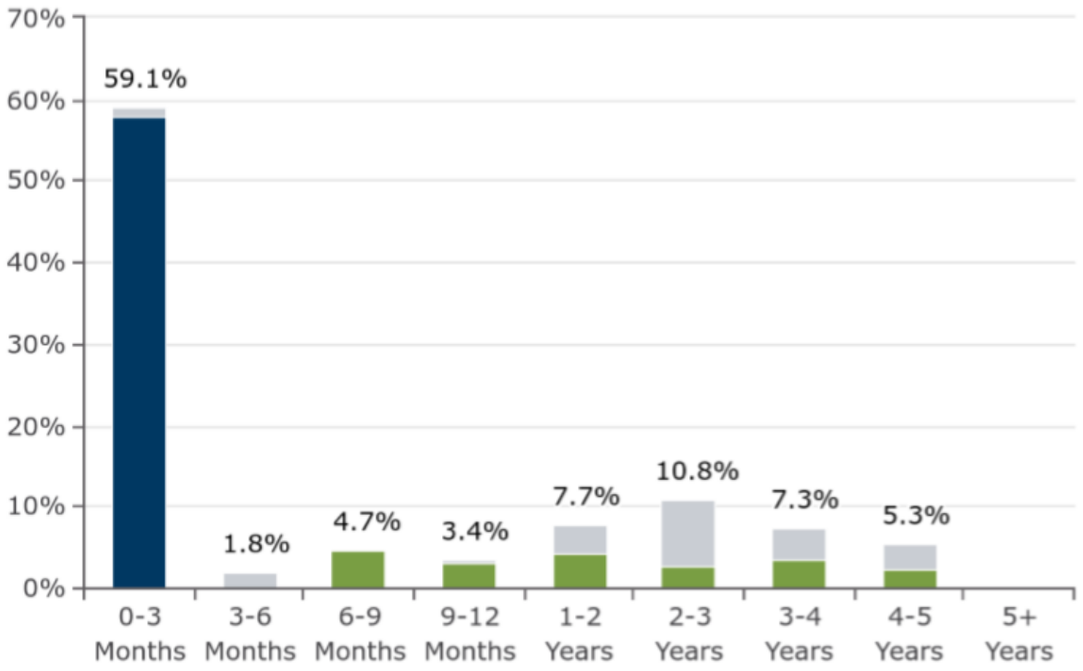


Source: Public Trust Advisors

Restricted Portfolio

- The Restricted Portfolio is restricted cash that is held long-term. These funds are restricted and held long-term.
- Renamed this portfolio during the year to be consistent with the sources and uses of funds.
- Invested money market funds balances from recent maturities during the first quarter of FY2021.
- New proceeds ($5.5mm) were transferred into the portfolio during December.
- As of December 31st the portfolio duration was 2.24 years and the book yield was 0.94% (excluding the new cash transfer).
- The portfolio is diversified with highly rated fixed income securities and compliant with the City's investment policy.

Security Distribution	Sep 30, 2020 Ending Balance	Dec 31, 2020 Ending Balance	Dec 31, 2020 Portfolio Allocation
Cash	$11.08	$26.88	0.00%
U.S. Treasury Notes	$1,304,377.23	$2,018,095.89	20.46%
Federal Instrumentality (GSE)	687,880.49	2,117,094.15	21.46%
Money Market Funds	$2,383,740.45	$5,729,124.59	58.08%
Portfolio Total	**$4,376,009.25**	**$9,864,341.51**	**100.00%**



Source: Public Trust Advisors

Aggregate Asset Allocation – December 31, 2020

Security Distribution[1]	December 31, 2020 Ending Balance	Portfolio Allocation
Cash	$ 61,178,786.22	43.60%
LGIP	599,422.34	0.43%
U.S. Treasury Notes	21,978,870.94	15.66%
U.S. Agency Notes	-	0.00%
FNMA	4,063,673.28	2.90%
FHLMC	9,651,280.94	6.88%
FFCB	874,883.15	0.62%
FHLB	7,251,738.78	5.17%
Fed Instrumentality Subtotal	**$ 21,841,576.15**	**15.57%**
Asset Backed Securities	-	0.00%
Commercial Paper	-	0.00%
Corporate Notes	723,023.27	0.52%
Bankers Acceptances	-	0.00%
Money Market Funds	8,546,303.91	6.09%
Municipal Bonds	-	0.00%
FLCLASS	25,453,526.79	18.14%
Certificates of Deposit	-	0.00%
Total Portfolio Market Value	**$ 140,321,509.63**	**100.00%**

Issuer Description[1]	Sec. Desc.	December 31, 2020 Ending Balance	Portfolio Allocation	Permitted by Policy[2]	Compliant
Cash	Cash	$ -	0.00%	100.00%	YES
FL PRIME (SBA)[2]	LGIP	599,422.34	0.43%	25.00%	YES
FLCLASS	Int Gov	25,453,526.79	18.14%	40.00%	YES
CBOS[2]	Cash	2,101,669.43	1.50%	100.00%	YES
SunTrust Master[2]	Cash	59,077,116.79	42.10%	100.00%	YES
Fidelity MMF	MMF	8,546,303.91	6.09%	100.00%	YES
U.S. Treasury Notes	UST	21,978,870.94	15.66%	100.00%	YES
U.S. Agency Notes	US Agy	-	0.00%	25.00%	YES
FNMA	GSE	3,575,204.45	2.55%	25.00%	YES
FHLMC	GSE	7,509,393.29	5.35%	25.00%	YES
FFCB	GSE	874,883.15	0.62%	25.00%	YES
FHLB	GSE	7,251,738.78	5.17%	25.00%	YES
Wells Fargo & Company	Corp	723,023.27	1.53%	5.00%	YES
FHLMC MBS	MBS	2,141,887.65	0.52%	5.00%	YES
FNMA MBS	MBS	488,468.83	0.35%	5.00%	YES
	MBS	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
Total Portfolio Market Value		**$ 140,321,509.63**	**100.00%**		

Source: Public Trust Advisors, City of Cocoa

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Quarterly Investment Report for Period Ended September 30, 2020

City of Cocoa Aggregate
65 Stone Street
Cocoa, FL 32922

Public Trust Advisors
201 E. Pine Street, Suite 750
Orlando, Florida 32801

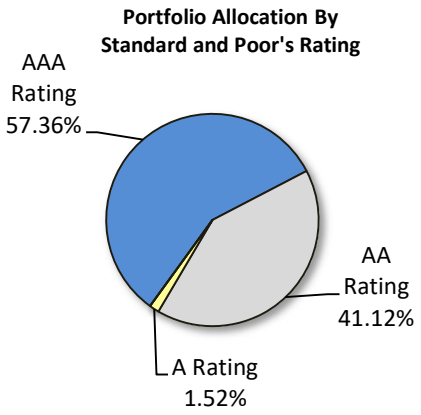
City of Cocoa Aggregate Summary as of September 30, 2020

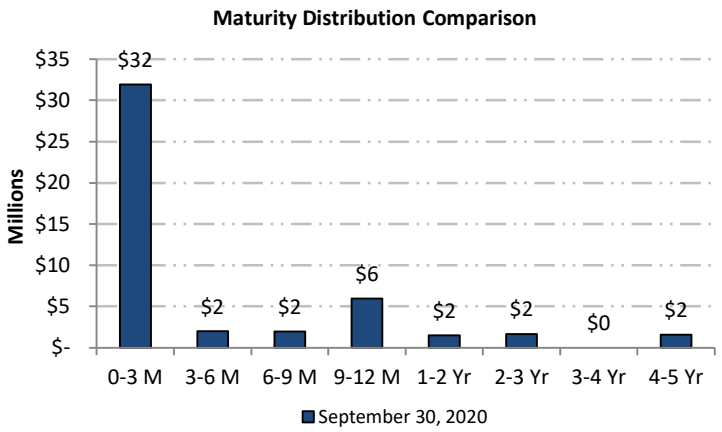
City of Cocoa Aggregate		September 30, 2020 Portfolio Balance
Historical Cost	**$**	**47,036,410.69**
Book Value	$	47,123,276.85
Accrued Interest		96,639.66
Book Value Plus Accrued	**$**	**47,219,916.51**
Net Unrealized Gain/Loss		312,417.86
Market Value Plus Accrued[2]	**$**	**47,532,334.37**
Net Pending Transactions		129.43
Market Value Plus Accrued Net[2]	**$**	**47,532,463.80**

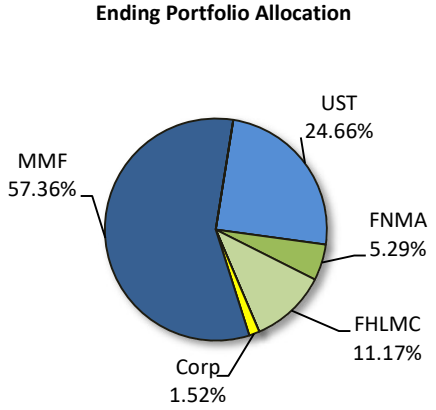
Portfolio Characteristic	September 30, 2020 Ending Balance
Book Yield Gross	**1.02%**
Market Yield Gross	**0.10%**
Duration	**0.42 Years**
Weighted Effective Maturity	**0.44 Years**
Weighted Final Maturity	**0.59 Years**

City of Cocoa Aggregate	Earned Interest Income Fiscal Year to Date	
Earned Interest Income	**$**	**698,415.32**

City of Cocoa Aggregate	Investment Policy Compliance
Security Distribution	**YES**
Maturity Distribution	**YES**
Rating Distribution	**YES**





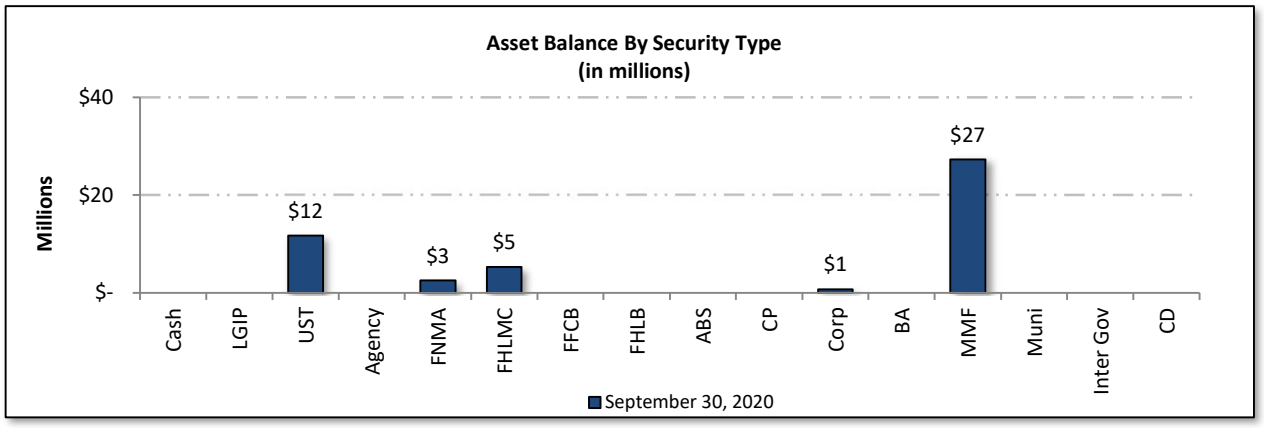


(1) Payables represent amounts due to settle security transactions that have been executed but have not settled as of period end. The funds used to settle these trades may come from a variety of sources including cash within the portfolio, proceeds from future security transactions including maturities and sales, or other sources including money market funds. For reporting purposes, a payable is created for over-period settlements which are reflected in the detailed holdings.

(2) Market Value Plus Accrued Net represents the market value of the portfolio net payables and recievables from transactions that settle in the following reporting period.

City of Cocoa Aggregate Market Value Basis Security Distribution as of September 30, 2020

Security Distribution	September 30, 2020 Portfolio Balance	Portfolio Allocation	Book Yield	Permitted by Policy*	Compliant
Cash	$ -	0.00%	0.00%	100.00%	YES
LGIP	-	0.00%	0.00%	25.00%	YES
U.S. Treasury Notes	11,721,321.79	24.66%	2.48%	80.00%	YES
U.S. Agency Notes	-	0.00%	0.00%	25.00%	YES
FNMA	2,513,501.43	5.29%	2.79%	40.00%	YES
FHLMC	5,308,249.36	11.17%	1.91%	40.00%	YES
FFCB	-	0.00%	0.00%	40.00%	YES
FHLB	-	0.00%	0.00%	40.00%	YES
Fed Instrumentality Subtotal	**$ 7,821,750.79**	**16.46%**	**2.20%**	80.00%	YES
Asset Backed Securities	-	0.00%	0.00%	25.00%	YES
Commercial Paper	-	0.00%	0.00%	25.00%	YES
Corporate Notes	722,702.46	1.52%	2.62%	25.00%	YES
Bankers Acceptances	-	0.00%	0.00%	15.00%	YES
Money Market Funds	27,266,559.33	57.36%	0.01%	100.00%	YES
Municipal Bonds	-	0.00%	0.00%	20.00%	YES
FLCLASS	-	0.00%	0.00%	50.00%	YES
Certificates of Deposit	-	0.00%	0.00%	40.00%	YES
Total Portfolio Market Value	**$ 47,532,334.37**	**100.00%**	**1.02%**		



*Permitted allocation based on aggregate assets as defined within the investment policy.

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Beginning and Ending Balances based on Market Value plus Accrued Interest on a Trade Date basis.

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Denver, CO 80202

Legislation Details (With Text)

File #:	21-64	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	1/4/2021			**In control:**	City Council
On agenda:	1/26/2021			**Final action:**	
Title:	Approval to apply for the Victims of Crime Act (VOCA) Grant in the amount of $117,841 and to commit $29,460 toward the match requirement in the application in order to provide victim advocate services to crime victims. The total amount equals $147,301. (Interim Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	VOCA FY22 Internal Grant Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 4, 2021
Agenda Date: January 26, 2021
Prepared By: Susan L. Lambert, Administrative Assistant
Through: John J. Hankins, Chief of Police
Requested Action:
Council approval to apply for the Victims of Crime Act (VOCA) Grant in the amount of $117,841 and to commit $29,460 toward the match requirement in the application in order to provide victim advocate services to crime victims. The total amount equals $147,301.

BACKGROUND:

The Office of the Attorney General (OAG) has announced the availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of the VOCA grant funds are to support victims of crime by providing services that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and to provide victims of crime with a measure of safety and security.

The Cocoa Police Department is committed to reducing crime in Cocoa by strengthening our citizen's understanding of victimization. A victim advocate devotes attention to the various needs of the victim by acting as a liaison with officers, keeping the victim informed on their case, and arms them with knowledge to reduce the potential for further harm.
The funding for this project would be a necessity in providing further assistance to victims of crime in Cocoa. According to the Cocoa Police Department's Uniform Crime Report from 2019, there were approximately, 1591 total Crime incidents, of those, 176 were Domestic Violence related incidents. If the requested funding were to be granted, the agency would be able to continue to staff both victim

advocates positions and ensure that every crime victim in Cocoa would be assisted and supported through the criminal justice process.

The Victim Services Program, which began October 1, 2013, has been a great success, and as more citizens of Cocoa are aware of the victim services the Cocoa Police Department offers the is more demand placed on the advocate. The Victim Advocate provides crisis intervention counseling, follow-up contact for cases, personal advocacy, criminal justice support, information and referrals to local organization and agencies, emotional support, assistance with property return, assistance with filing crime victims compensation, assistance in filing for injunctions and accompanying the individual to court hearing(s), locating transportation, and assisting in locating translators. The types of victims/survivors served so far are domestic violence, burglary/home invasion, assault/battery, child victims of physical abuse, homicide, robbery, fraud, and elder abuse.

The Victim Advocates have created essential working relationships with other criminal justice agencies and local organizations. Both the Victim Advocate Coordinator and the Victim Advocate positions are subject to continued grant funding availability annually, and this grant if approved would continue to provide funding for the current positions.

As part of the VOCA Grant, the City would receive $117,841 from the U.S. Department of Justice to implement this program. Then a 20% City match of the total program budget, ($29,460) is necessary and required to establish services for the City. This makes the total program budget $147,301. The positions will be budgeted in FY22 when the funding becomes available October 1, 2021. These positions will only be funded by this grant for one year, and staff will apply in future years for continual support. As part of the ninth year application process, the City can utilize the supervisor as 10% match, in addition to a new vehicle and training opportunities.

The grant cycle will run from October 1, 2021 to September 30, 2022. The Police Department will budget the in-kind/cash match in Fiscal Year 2022 since the program is slated to be conducted in that fiscal year.

STRATEGIC PLAN CONNECTION:

The Victim Advocate Program compliments the efforts of the Cocoa Police Department in reducing crime and enhancing the quality of life in our community by providing immediate and long-term assistance to the victims and survivors of crime.

BUDGETARY IMPACT:

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

There is no further budgetary impact for Fiscal Year 2021. The grant would not be awarded until FY 2022.

- The Police Department will budget the appropriate funds for FY 2022 as part of the City's required total program 20% match.

- The Police Department will request through grant application and budget the appropriate

estimated funds for FY 2022 to complete the project as follows:

Amount Requested	$74,741
Account Number	001-2100-521.12-00
Account Name	Salary/Wages
Amount Requested	$6,500
Account Number	001-2100-521.21-00
Account Name	FICA
Amount Requested	$6,600
Account Number	001-2100-521.22-00
Account Name	Retirement
Amount Requested	$21,000
Account Number	001-2100-521.23-00
Account Name	Life/Health Insurance
Amount Requested	$200.00
Account Number	001-2100-521.24-00
Account Name	Worker's Comp
Amount Requested	$4,800
Account Number	001-2100-521.27-00
Account Name	Non-Union Benefit
Amount Requested	$4,000
Account Number	001-2100-521.40-00
Account Name	Training

- The Police Department will match, through general funds, a portion of supervisor pay and benefits, and a new vehicle. The appropriate estimated funds for FY 2022 to complete the project as follows:

Amount Matched	$2100.00
Account Number	001-2100-521.12-00
Account Name	Regular Salaries
Amount Matched	$160.00
Account Number	001-2100-521.21-00
Account Name	FICA
Amount Matched	$480.00
Account Number	001-2100-521.22-01
Account Name	Retirement
Amount Matched	$615.00
Account Number	001-2100-521.23-00
Account Name	Life/Health Insurance

Amount Matched	$157.00
Account Number	001-2100-521.24-00
Account Name	Worker's Comp

Amount Matched	$25,948.00
Account Number	001-2100-521.64-00
Account Name	Vehicle

Source of Funds: ____State Revolving Loan
____ Other Loan Source:
__X__ Grant Source: US Department of Justice VOCA Grant
__001-0000-331.20-15

PREVIOUS ACTION:

This is the ninth application cycle for this grant. In the previous years, we have applied for and were approved funding for a victim advocate coordinator and a victim advocate.

RECOMMENDED MOTION:
Council approval to apply for the Victims of Crime Act (VOCA) Grant in the amount of $117,841 and to commit $29,460 toward the match requirement in the application in order to provide victim advocate services to crime victims. The total amount equals $147,301.

INTERNAL GRANT APPLICATION FORM

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

DEPARTMENT: Police	**DIVISION:** Support Services
POINT OF CONTACT: John Hankins	**PROJECT MANAGER:** Patrick Dovale
NAME OF GRANT: FY2022 Victims of Crime Act (VOCA) Grant	
CFDA#/CFSA#: 16.575	**FUNDING AGENCY:** US DOJ
AMOUNT REQUESTED: $ 138,100	**GRANT DUE DATE:** 02/12/2021

PROJECT DESCRIPTION:

The two Victim Advocate positions provide services to victims of crime in the City of Cocoa response area. The Advocates respond to emotional and physical needs of the crime victims, assist in stabilizing their lives after the victimization, assist in navigating the criminal justice system, and assist in obtaining necessary services to regain normalcy for the victim.

The grant will fund two positions fully, and we will utilize the match in the form of supervisor time, supplies and cell phone usage.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 34,525	**TARGET DATE TO COUNCIL:** 01/26/2021
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** Monthly

WHAT ARE THE REPORTING REQUIREMENTS?

1. Monthly progress reporting.
2. Monthly financial status reporting/reimbursement requests
3. Quarterly progress reporting (Statistics of population served)

FUTURE REQUIREMENTS TO CONSIDER:

Program requires 20% match from a non-federal source. One year performance period.

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	21-72	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	1/6/2021			**In control:**	City Council
On agenda:	1/26/2021			**Final action:**	
Title:	Approve the First Amendment to Purchase Agreement to RFQ-17-16-COC, Continuing Service Agreements with Bussen-Mayer Engineering Group, Inc., Mead & Hunt, Inc., and Hazen & Sawyer, P.C. for Engineering Services for Design, Permitting and Services During Construction of Utility Conveyance System Upgrades & Expansion. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	RFQ-17-16-COC 1st Amendments with vendor signatures.pdf Bussen Mayer - Executed Agreement.pdf Mead & Hunt - Executed Agreement.pdf Hazen & Sawyer - Executed Agreement.pdf BMEG COI Exp 2-2021 and 10-2021.pdf Mead & Hunt exp 12-1-21.pdf Hazen & Sawyer COI 1.6.21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 6, 2021
Agenda Date: January 26, 2021
Prepared By: Kevin Joseph, MSCE, E.I., Utilities Associate Engineer II
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the First Amendment to Purchase Agreement to RFQ-17-16-COC, Continuing Service Agreements with Bussen-Mayer Engineering Group, Inc., Mead & Hunt, Inc., and Hazen & Sawyer, P.C. for Engineering Services for Design, Permitting and Services During Construction of Utility Conveyance System Upgrades & Expansion

BACKGROUND:

On August 25, 2017, Purchasing sent out four hundred seven (407) invitations and notifications to bid and received nine (9) responses from thirty-two (32) plan holders. The RFQ Selection Committee members reviewed the responses and a publicly noticed Selection Committee meeting was held on November 1, 2017, at 2:00 p.m. A consensus was reached to recommend to City Council the following for approval and authorize the City Manager and City Attorney to negotiate three separate contracts with the three selected firms listed below:

- Bussen-Mayer Engineering Group, Inc., Merritt Island
- Mead & Hunt, Inc., Port Orange (fka Quentin L. Hampton Associates, Inc.)
- Hazen & Sawyer, P.C., Orlando

An agreement was entered into on February 23, 2018, with Bussen Mayer for three years with the option to extend the term for two additional one-year terms with the same terms and conditions. This is the first amendment to purchase agreement to RFQ-17-16-COC Continuing Services Agreement effective February 23, 2021 through February 22, 2022.

An agreement was entered into on February 23, 2018, for three years with Mead & Hunt, Inc. with the option to extend the term for two additional one-year terms with the same terms and conditions. This is the first amendment to purchase agreement to RFQ-17-16-COC, Continuing Services Agreement effective February 23, 2021 through February 22, 2022.

An agreement was entered into on April 25, 2018, for three years with Hazen & Sawyer, P.C. with the option to extend the term for two additional one-year terms with the same terms and conditions. This is the first amendment to purchase agreement to RFQ-17-16-COC, Continuing Services Agreement effective April 25, 2021 through April 24, 2022.

Staff recommends approval of the first amendment to the Continuing Service Agreements with Bussen-Mayer Engineering Group, Inc., Mead & Hunt, Inc., and Hazen & Sawyer, P.C. for the Engineering Services for Design, Permitting and Services During Construction of Utility Conveyance System Upgrades & Expansion.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On August 25, 2017, Purchasing sent out four hundred seven (407) invitations and notifications to bid and received nine (9) responses from thirty-two (32) plan holders. The RFQ Selection Committee members reviewed the responses and a publicly noticed Selection Committee meeting was held on November 1, 2017, at 2:00 p.m. A consensus was reached to recommend to City Council the following for approval and authorize the City Manager and City Attorney to negotiate three separate contracts with the three selected firms listed below:

- Bussen-Mayer Engineering Group, Inc., Merritt Island
- Mead & Hunt, Inc., Port Orange (fka Quentin L. Hampton Associates, Inc.)
- Hazen & Sawyer, P.C., Orlando

An agreement was entered into on February 23, 2018, for three years with Bussen-Mayer

Engineering Group, Inc. with the option to extend the term for two additional one-year terms with the same terms and conditions. This is the first amendment to purchase agreement to RFQ-17-16-COC Continuing Services Agreement effective February 23, 2021 through February 22, 2022.

An agreement was entered into on February 23, 2018, for three years with Mead & Hunt, Inc. with the option to extend the term for two additional one-year terms with the same terms and conditions. This is the first amendment to purchase agreement to RFQ-17-16-COC Continuing Services Agreement effective February 23, 2021 through February 22, 2022.

An agreement was entered into on April 25, 2018, for three years with Hazen & Sawyer, P.C. with the option to extend the term for two additional one-year terms with the same terms and conditions. This is the first amendment to purchase agreement to RFQ-17-16-COC Continuing Services Agreement effective April 25, 2021 through April 24, 2022.

RECOMMENDED MOTION:

To Approve the First Amendment to Purchase Agreements to RFQ-17-16-COC, Continuing Service Agreements with Bussen-Mayer Engineering Group, Inc., Mead & Hunt, Inc., and Hazen & Sawyer, P.C. for the Engineering Services for Design, Permitting and Services During Construction of Utility Conveyance System Upgrades & Expansion.

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

RFQ No. 17-16-COC

This FIRST Amendment to the purchase agreement for Engineering Design, Permitting & Services for Construction of Utility Conveyance Systems Upgrades & Expansions is made and entered into as of February 23, 2018 by and between the **City of Cocoa** and **Bussen-Mayer Engineering Group, Inc.**, 100 Parnell Street, Suite A, Merritt Island, Florida 32953.

The agreement entered into on February 23, 2018, is hereby amended to renew for the 1st of 2 renewal option available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on February 23, 2021 and terminating on February 22, 2022

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

BUSSEN-MAYER ENGINEERING GROUP	CITY OF COCOA
By: Joseph W. Mayer	By: Jake Williams Jr.
(Name) Printed	(Name) Printed
Pres.	Mayor
(Title)	(Title)
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Diane Kozlak, Senior Buyer & Contracts Agent
Kevin Joseph, MSCE, E.I., Utilities Associate Engineer II

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

RFQ No. 17-16-COC

This FIRST Amendment to the purchase agreement for Engineering Design, Permitting & Services for Construction of Utility Conveyance Systems Upgrades & Expansions is made and entered into as of April 25, 2018 by and between the **City of Cocoa** and **Hazen and Sawyer, P.C**, 919 Lake Baldwin Lane, Suite 200, Orlando, Florida 32814.

The agreement entered into on April 25, 2018, is hereby amended to renew for the 1st of 2 renewal option available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on April 25, 2021 and terminating on April 24, 2022

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

HAZEN AND SAWYER, P.C.	**CITY OF COCOA**
By: Albert Muniz, PE (Name) Printed	**By:** Jake Williams Jr. (Name) Printed
Vice President (Title)	Mayor (Title)
Albert Muniz October 16, 2020 Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Diane Kozlak, Senior Buyer & Contracts Agent
Kevin Joseph, MSCE, E.I., Utilities Associate Engineer II

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

RFQ No. 17-16-COC

This FIRST Amendment to the purchase agreement for Engineering Design, Permitting & Services for Construction of Utility Conveyance Systems Upgrades & Expansion is made and entered into as of December 11, 2020 by and between the **City of Cocoa** and **Mead & Hunt, Inc.** P.O. Drawer 290247, Port Orange, Florida 32129-024.

The original agreement entered into on February 23, 2018 is hereby amended to renew for the 1st renewal option available under the original contract documents for twelve (12) additional months, at the increased rates, terms, and conditions commencing on February 23, 2021 and terminating on February 22, 2022.

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

MEAD & HUNT, INC.	**CITY OF COCOA**
By: David King (Name) Printed	By: Michael C. Blake (Name) Printed
Vice President/Business Unit Leader (Title)	Mayor (Title)
 Signature 12/28/2020 Date	Signature Date

CC: Carie Shealy, City Clerk
Diane Kozlak, Senior Buyer & Contracts Agent
Kevin Joseph, MSCE, E.I.

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2021

Standard Billing Rates

Clerical	$75.00 / hour
Registered Land Surveyor	$140.00 / hour
Technical Editor, Biologist	$112.00 / hour
Technician I, Technical Writer, Administrative Assistant	$92.00 / hour
Technician II, Surveyor - Instrument Person	$112.00 / hour
Technician III	$127.00 / hour
Technician IV	$143.00 / hour
Senior Technician	$156.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	$124.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	$142.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	$153.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	$160.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	$169.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	$183.00 / hour
Senior Associates, Principal	$201.00 / hour

Expenses

Geographic Information or GPS Systems	$100.00 / day
Total Station Survey Equipment	$110.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, postage, permit application fees, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2021, and will remain in effect until December 31, 2021, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases. This schedule is subject to annual increases.

CONTINUING SERVICES AGREEMENT

Engineering Design, Permitting & Services For
Construction of Utility Conveyance Systems Upgrades & Expansion

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 23rd day of February 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Bussen-Mayer Engineering Group, Inc.**, a Florida corporation ("Engineer"), whose address is 100 Parnell Street, Suite A, Merritt Island, Florida 32953.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of utility conveyance systems upgrades and expansion from time to time on an as-needed, task oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such utility engineering 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 third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 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 Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering 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. "Engineer" shall mean Bussen-Mayer Engineering Group, Inc., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer'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 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 Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Engineer 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 Engineer and Engineer 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

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Attachment "A"**, and send the thus

developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum 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 sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. 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 Engineer through a Task Order may include any engineering 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 Engineer 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 Engineer 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 engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for engineering services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to conveyance projects. Utility conveyance projects will be related to water supply pipelines; potable water transmission and distribution pipeline systems, storage and pump stations; wastewater collection and force main pipelines, and transfer/lift stations; and reclaimed water storage and pumping systems, transmission and distribution pipeline systems. The Services that are required for conveyance projects shall include, but are not limited to, the following:

1. Planning Evaluations/Studies
2. Geotechnical Investigations
3. Land Surveying Services/Aerial Photography
4. GIS Support
5. Materials Testing
6. Condition Assessment of Pipelines and Conveyance Systems
7. Public Information Assistance
8. Cost Estimating Services
9. Grants assistance and state/federal funding assistance
10. Permitting Services
11. SCADA services per the City's Control Systems Configuration Standards
12. Design Services
    (a) 30 percent design completion submittals

(b) 60 percent design completion submittals
(c) 90/100 percent design completion submittals

13. Bidding Support Services
14. Construction Phase Services
    a) Engineering Services During Construction such as shop drawing review, responses to requests for information and progress meetings
    b) Periodic site visits
    c) Testing
    d) Certification of construction
    e) Record drawings
    f) Resident engineer, if required
    g) Construction management and inspection, if required
    h) Startup assistance/training
    i) O&M Manual Preparation, if required.
15. Additional services as requested

Projects types that may be presented for Engineer evaluation may include, but are not limited to:

- **Project Type A-Potable water distribution pipeline project**. The project shall involve new installation or upgrade/rehabilitation of potable water distribution pipeline(s). The project shall include pipeline(s) less than 20-inches in diameter and greater than 1,000 feet of installed pipe.
- **Project Type B- Water transmission pipeline project**. The project shall involve new installation or upgrade/rehabilitation of water transmission pipeline(s), carrying either raw or finished potable water. The project shall include pipeline(s) greater than or equal to 20-inches in diameter and greater than 1,500 feet of installed pipe.
- **Project Type C- Condition assessment.** The project shall involve determining appropriate testing methods, implementing a testing plan and assessing results to determining remaining life of an asset.
- **Project Type D-Wastewater collection or transmission pipeline project.** The project shall involve new installation or upgrade/rehabilitation of a wastewater collection system (gravity) or transmission pipeline (force main). The project shall include a minimum of 500 feet of pipe installed within public rights of way.
- **Project Type E-Wastewater lift station or water pump station project.** The project shall involve a new or upgraded wastewater lift station or water pump station project. Lift station or water pump station projects shall have at least two pumps. The firm capacity of the station shall be a minimum of 300 gallons per minute.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in Engineer's Response to the City's Request for Qualifications, which is attached hereto as

Exhibit "A" 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 Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and Engineer'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 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer 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 Engineer 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 Engineer 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 ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer 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 Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer 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 Engineer'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 Engineer 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.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, 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 Engineer.

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Engineer 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 Engineer for any money owed to the City by Engineer.

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 Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer'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 Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer 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. Engineer'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 Engineer for a specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer 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 Engineer, the Engineer 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 Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer 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 Engineer 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 Engineer.

6.2 No inspection, review, or observation shall relieve Engineer 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. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Engineer 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 Engineer 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, Engineer 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 $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, to protect the Engineer 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 Engineer or by anyone directly employed by or contracting with the Engineer.

c. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Engineer 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 Engineer or by anyone directly or indirectly employed by the Engineer.

d. The Engineer 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 Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer 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 Engineer. The Engineer 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. The Engineer 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 Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer 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 review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer'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 Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer 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. Engineer 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 Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer 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 Engineer 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 Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, 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, Engineer 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, Engineer 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 Engineer 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 Engineer. 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 Engineer 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 ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'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.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer 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. Engineer 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, Engineer shall transfer to

the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer 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 Engineer 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 Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer 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 Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer 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 Engineer 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 Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. 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 Engineer'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 Engineer 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 Engineer, 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 Engineer.

b. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer 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 Engineer 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 Engineer 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 Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Engineer 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 Engineer 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 Engineer, Engineer 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 Engineer, which shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer 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, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement, without incurring penalty, and to rescind all rights and privileges associated with this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Engineer 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 Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

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

c. Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. Engineer has committed any act of fraud upon the City; or

e. Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

f. Engineer 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 Engineer, 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 Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0; (b) Engineer fails to comply with any condition or provision of this Agreement; or (c) Engineer 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 City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of 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 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 (with the exception of Engineer's labor force); 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 60 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 term, condition 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 Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, 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 Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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 Engineer 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, whether at settlement, trial or on appeal.

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 Engineer 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 Engineer:
Bussen-Mayer Engineering Group, Inc.
Attention: Joseph W. Mayer, P.E.
100 Parnell Street, Suite A
Merritt Island, FL 32953
(321) 453-0010 Phone

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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. Engineer 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 ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

a. Engineer 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 Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer 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

Engineer in performance or non-performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification and defense, the Engineer 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 Engineer 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 Engineer's breach caused by other persons employed by the Engineer 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.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer'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 Engineer 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 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer'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. Engineer and Engineer'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 Engineer's own personnel.

35.2 The presence of Engineer'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). Engineer 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. Engineer 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 Engineer for itself and its Sub-consultants, 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 architecture, landscape architecture, engineering, or surveying 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;

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; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's 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., City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

ENGINEER:

BUSSEN-MAYER ENGINEERING GROUP, INC.

By: _____

Print Name/Title: Joseph W. Mayer President

EXHIBIT A
Engineer's Response to City's Request for Qualifications

ATTACHMENT "A"

BUSSEN-MAYER ENGINEERING GROUP, INC.
STANDARD HOURLY RATES

Position	Rate
Chief Design Engineer	$135.00
Project Manager	$115.00
Project Engineer	$ 95.00
Surveyor	$105.00
Ecologist	$ 80.00
Engineer-Expert Witness	$150.00
Engineering Technician	$ 85.00
AutoCAD Technician	$ 70.00
2-Man Survey Crew	$100.00
Construction Inspector	$ 65.00
Clerical/Office Assistant	$ 45.00

Bussen-Mayer Engineering Group
100 Parnell St • Merritt Island, FL 32953
Phone 321/453-0010 • Fax 321/454-6885

Letter of Transmittal

To: City of Cocoa Utilities Dept.
Attn: John "Jack" Walsh, P.E., Director
351 Shearer Blvd
Cocoa, FL 32922
(Hand delivered)

Date	Job no.
02/12/18	402201

City of Cocoa Utilities Department

Copies	Description
1	Executed Contract w/ Attachment "A" hourly rates

These are transmitted:

- x For approval
- x For your use
- x As requested
- For review & comment

Comments:

Jack,
Let me know of you have any questions. Our proposed rates did not change from the previous contract.

Copy to:

Signed:

Joseph W. Mayer, P.E./ President

CONTINUING SERVICES AGREEMENT

Engineering Design, Permitting & Services For
Construction of Utility Conveyance Systems Upgrades & Expansion

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 23rd day of February 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Mead & Hunt, Inc.**, a foreign corporation authorized to do business in Florida ("Engineer"), whose address is 2440 Deming Way, Middleton, WI 53562-1562.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of utility conveyance systems upgrades and expansion from time to time on an as-needed, task oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such utility engineering 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 third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 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 Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering 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. "Engineer" shall mean Bussen-Mayer Engineering Group, Inc., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer'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 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 Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Engineer 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 Engineer and Engineer 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

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Attachment "A"**, and send the thus

developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum 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 sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. 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 Engineer through a Task Order may include any engineering 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 Engineer 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 Engineer 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 engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for engineering services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to conveyance projects. Utility conveyance projects will be related to water supply pipelines; potable water transmission and distribution pipeline systems, storage and pump stations; wastewater collection and force main pipelines, and transfer/lift stations; and reclaimed water storage and pumping systems, transmission and distribution pipeline systems. The Services that are required for conveyance projects shall include, but are not limited to, the following:

1. Planning Evaluations/Studies
2. Geotechnical Investigations
3. Land Surveying Services/Aerial Photography
4. GIS Support
5. Materials Testing
6. Condition Assessment of Pipelines and Conveyance Systems
7. Public Information Assistance
8. Cost Estimating Services
9. Grants assistance and state/federal funding assistance
10. Permitting Services
11. SCADA services per the City's Control Systems Configuration Standards
12. Design Services
    (a) 30 percent design completion submittals

(b) 60 percent design completion submittals
(c) 90/100 percent design completion submittals

13. Bidding Support Services
14. Construction Phase Services
    a) Engineering Services During Construction such as shop drawing review, responses to requests for information and progress meetings
    b) Periodic site visits
    c) Testing
    d) Certification of construction
    e) Record drawings
    f) Resident engineer, if required
    g) Construction management and inspection, if required
    h) Startup assistance/training
    i) O&M Manual Preparation, if required.
15. Additional services as requested

Projects types that may be presented for Engineer evaluation may include, but are not limited to:

- **Project Type A-Potable water distribution pipeline project**. The project shall involve new installation or upgrade/rehabilitation of potable water distribution pipeline(s). The project shall include pipeline(s) less than 20-inches in diameter and greater than 1,000 feet of installed pipe.
- **Project Type B- Water transmission pipeline project**. The project shall involve new installation or upgrade/rehabilitation of water transmission pipeline(s), carrying either raw or finished potable water. The project shall include pipeline(s) greater than or equal to 20-inches in diameter and greater than 1,500 feet of installed pipe.
- **Project Type C- Condition assessment.** The project shall involve determining appropriate testing methods, implementing a testing plan and assessing results to determining remaining life of an asset.
- **Project Type D-Wastewater collection or transmission pipeline project.** The project shall involve new installation or upgrade/rehabilitation of a wastewater collection system (gravity) or transmission pipeline (force main). The project shall include a minimum of 500 feet of pipe installed within public rights of way.
- **Project Type E-Wastewater lift station or water pump station project.** The project shall involve a new or upgraded wastewater lift station or water pump station project. Lift station or water pump station projects shall have at least two pumps. The firm capacity of the station shall be a minimum of 300 gallons per minute.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in Engineer's Response to the City's Request for Qualifications, which is attached hereto as

Exhibit "A" 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 Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and Engineer'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 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer 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 Engineer 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 Engineer 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 ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer 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 Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer 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 Engineer'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 Engineer 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.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, 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 Engineer.

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Engineer 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 Engineer for any money owed to the City by Engineer.

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 Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer'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 Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer 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. Engineer'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 Engineer for a specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer 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 Engineer, the Engineer 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 Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer 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 Engineer 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 Engineer.

6.2 No inspection, review, or observation shall relieve Engineer 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. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Engineer 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 Engineer 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, Engineer 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 $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, to protect the Engineer 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 Engineer or by anyone directly employed by or contracting with the Engineer.

c. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Engineer 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 Engineer or by anyone directly or indirectly employed by the Engineer.

d. The Engineer 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 Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer 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 Engineer. The Engineer 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. The Engineer 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 Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer 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 review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer'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 Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer 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. Engineer 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 Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer 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 Engineer 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 Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, 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, Engineer 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, Engineer 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 Engineer 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 Engineer. 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 Engineer 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 ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'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.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer 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. Engineer 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, Engineer shall transfer to

the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer 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 Engineer 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 Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer 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 Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer 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 Engineer 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 Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. 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 Engineer'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 Engineer 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 Engineer, 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 Engineer.

b. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer 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 Engineer 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 Engineer 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 Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Engineer 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 Engineer 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 Engineer, Engineer 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 Engineer, which shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer 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, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement, without incurring penalty, and to rescind all rights and privileges associated with this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Engineer 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 Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

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

c. Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. Engineer has committed any act of fraud upon the City; or

e. Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

f. Engineer 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 Engineer, 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 Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0; (b) Engineer fails to comply with any condition or provision of this Agreement; or (c) Engineer 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 City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of 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 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 (with the exception of Engineer's labor force); 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 60 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 term, condition 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 Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, 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 Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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 Engineer 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, whether at settlement, trial or on appeal.

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 Engineer 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 Engineer:
Mead & Hunt, Inc.
Attention: David King, P.E.
4401 Eastport Park Way
Port Orange, FL 32127
(386)761-6810 Phone
(386)761-3977 Fax

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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. Engineer 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 ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

a. Engineer 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 Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer 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

Engineer in performance or non-performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification and defense, the Engineer 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 Engineer 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 Engineer's breach caused by other persons employed by the Engineer 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.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer'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 Engineer 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 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer'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. Engineer and Engineer'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 Engineer's own personnel.

35.2 The presence of Engineer'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). Engineer 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. Engineer 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 Engineer for itself and its Sub-consultants, 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 architecture, landscape architecture, engineering, or surveying 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;

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; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's 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., City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

City of Cocoa SEAL

ENGINEER:

MEAD & HUNT, INC.

By: david.king@meadhunt.com Digitally signed by david.king@meadhunt.com DN: cn=david.king@meadhunt.com Date: 2018.02.08 15:07:06 -05'00'

Print Name/Title: David King, P.E., Vice President/Business Unit Leader

EXHIBIT A
Engineer's Response to City's Request for Qualifications

MEAD & HUNT, Inc.
Billing Rate Schedule
Effective January 1, 2018

Standard Billing Rates

Clerical/Construction Project Representative (Inspector)/Grant Funding Specialist/ SUE Technician	$68.00 / hour
Technician I (CAD/GIS Technician)	$83.00 / hour
Technician II (Production Manager/Construction Services Manager	$102.00 / hour
Engineer I (Engineer Intern)	$112.00 / hour
Senior Engineer (Professional Engineer)	$146.00 / hour
Senior Project Engineer (Project Manager)	$167.00 / hour
Senior Associate, Principal	$183.00 / hour

Equipment Rates

SUE Vacuum Excavator	$660.00 per day
SUE Ground Penetrating Radar	$165.00 per day
SUE Truck	$330.00 per day

Expenses

Out-of-Pocket Direct Job Expenses such as reproductions, sub-consultants/contractors, etc.	Actual Cost

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Invoicing is on a monthly basis for work performed.

This schedule of billing rates is effective January 1, 2018 and will remain in effect until December 31, 2018, subject to the terms and conditions in the Agreement.

CONTINUING SERVICES AGREEMENT

Engineering Design, Permitting & Services For Construction of Utility Conveyance Systems Upgrades & Expansion

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 25th day of April 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Hazen and Sawyer, P.C.**, a New York corporation authorized to do business in Florida ("Engineer"), whose address is 919 Lake Baldwin Lane, Suite 200, Orlando, FL 32814.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of utility conveyance systems upgrades and expansion from time to time on an as-needed, task oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such engineering 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 third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 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 Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering 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. "Engineer" shall mean Hazen and Sawyer, P.C., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directlyrelated 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 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 Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Engineer 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 Engineer and Engineer 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

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Attachment "A"**, and send the

developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum 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 sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. 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 Engineer through a Task Order may include any engineering 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 Engineer 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 Engineer 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 engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for engineering services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to conveyance projects. Utility conveyance projects will be related to water supply pipelines; potable water transmission and distribution pipeline systems, storage and pump stations; wastewater collection and force main pipelines, and transfer/lift stations; and reclaimed water storage and pumping systems, transmission and distribution pipeline systems. The Services that are required for conveyance projects shall include, but are not limited to, the following:

1. Planning Evaluations/Studies
2. Geotechnical Investigations
3. Land Surveying Services/Aerial Photography
4. GIS Support
5. Materials Testing
6. Condition Assessment of Pipelines and Conveyance Systems
7. Public Information Assistance
8. Cost Estimating Services
9. Grants assistance and state/federal funding assistance
10. Permitting Services
11. SCADA services per the City's Control Systems Configuration Standards
12. Design Services
    (a) 30 percent design completion submittals

(b) 60 percent design completion submittals
(c) 90/100 percent design completion submittals

13. Bidding Support Services
14. Construction Phase Services
    a) Engineering Services During Construction such as shop drawing review, responses to requests for information and progress meetings
    b) Periodic site visits
    c) Testing
    d) Certification of construction
    e) Record drawings
    f) Resident engineer, if required
    g) Construction management and inspection, if required
    h) Startup assistance/training
    i) O&M Manual Preparation, if required.
15. Additional services as requested

Projects types that may be presented for Engineer evaluation may include, but are not limited to:

- **Project Type A-Potable water distribution pipeline project**. The project shall involve new installation or upgrade/rehabilitation of potable water distribution pipeline(s). The project shall include pipeline(s) less than 20-inches in diameter and greater than 1,000 feet of installed pipe.
- **Project Type B- Water transmission pipeline project**. The project shall involve new installation or upgrade/rehabilitation of water transmission pipeline(s), carrying either raw or finished potable water. The project shall include pipeline(s) greater than or equal to 20-inches in diameter and greater than 1,500 feet of installed pipe.
- **Project Type C- Condition assessment.** The project shall involve determining appropriate testing methods, implementing a testing plan and assessing results to determining remaining life of an asset.
- **Project Type D-Wastewater collection or transmission pipeline project.** The project shall involve new installation or upgrade/rehabilitation of a wastewater collection system (gravity) or transmission pipeline (force main). The project shall include a minimum of 500 feet of pipe installed within public rights of way.
- **Project Type E-Wastewater lift station or water pump station project.** The project shall involve a new or upgraded wastewater lift station or water pump station project. Lift station or water pump station projects shall have at least two pumps. The firm capacity of the station shall be a minimum of 300 gallons per minute.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in Engineer's Response to the City's Request for Qualifications, which is attached hereto as

Exhibit "A" 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 Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City and Engineer'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 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer 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 Engineer 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 Engineer 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 ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer 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 provisions in 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 Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer 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 Engineer'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 Engineer 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.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, 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 Engineer.

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Engineer 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 Engineer for any money owed to the City by Engineer.

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 Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer'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 Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Neither the Engineer, nor the City 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. Engineer'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 Engineer for a specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer 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 Engineer, the Engineer 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 Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer 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 Engineer 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 Engineer.

6.2 No inspection, review, or observation shall relieve Engineer 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. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Engineer shall be responsible 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 Engineer 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, Engineer 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 in the minimum amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, to protect the Engineer 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 Engineer or by anyone directly employed by or contracting with the Engineer.

c. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Engineer 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 Engineer or by anyone directly or indirectly employed by the Engineer.

d. The Engineer 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 Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer 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 Engineer. The Engineer 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. The Engineer 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 Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer 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 Engineer 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 Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph unless otherwise approved by the city manager.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Engineer 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 The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer 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 review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer'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 Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by public authorities at the time services are performed. The Engineer 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. Engineer 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 Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer 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 Engineer 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 INFRINGEMENT

All Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents, and authorized servants from and against any and all liability, including expenses, and reasonable attorney's fees for actual or alleged infringement of any patent, copyright, or trademark resulting from the Services performed under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other public records laws, Engineer 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 Engineer 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 Engineer. 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 Engineer 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 ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'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.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer 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. Engineer 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 and following completion of the contract if Engineer does not transfer the records to the City. Upon completion of the Agreement, Engineer

shall transfer to the City, at no cost, all records in possession of the Engineer or keep and maintain public records required by the City to perform the service. If the Engineer transfers all public records to the City upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, 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 Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer 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 Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer 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 Engineer 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 Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. 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 Engineer'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 Engineer 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 Engineer, 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 Engineer.

b. **Ownership of Documents.** The City and the Engineer agree that upon payment of fees due to the Engineer 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 Engineer 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 Engineer 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 Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Engineer 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 Engineer 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 Engineer, Engineer 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 Engineer, which shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer 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, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement, without incurring penalty, and to rescind all rights and privileges associated with this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Engineer 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 Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

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

c. Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. Engineer has committed any act of fraud upon the City; or

e. Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

f. Engineer 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 Engineer, 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 Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City up to the termination date. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0; (b) Engineer fails to comply with any condition or provision of this Agreement; or (c) Engineer 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 City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of 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 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 (with the exception of Engineer's labor force); 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 60 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 term, condition 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 Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, 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 Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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 Engineer 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, whether at settlement, trial or on appeal.

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 Engineer 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 Engineer:
Hazen and Sawyer, P.C.
Attention: Joseph Franko, PE
919 Lake Baldwin Lane, Suite 200
(407) 367-2626 Phone
(407) 367-2627 Fax

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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. Engineer 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 ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

a. Engineer 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 Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and authorized volunteers harmless from any and all claims, injuries, damages, losses, costs or suits, including reasonable attorney fees, arising out of or resulting from the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the

Engineer and other persons employed or utilized by the Engineer in performance or non-performance of this Agreement, except for injuries and damages caused by the negligence, or willful or wanton or intentional conduct of the City or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct or omissions of the Engineer or any of the Engineer's contractors, subcontractors or sub-subcontractors, or agents of any tier or their respective employees.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification and defense, the Engineer 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 Engineer 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 Engineer's breach caused by other persons employed by the Engineer 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.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer'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 Engineer 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.

34.4 Limitation of Liability of Individuals – To the extent provided and PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF HAZEN AND SAWYER SHALL NOT BE HELD INDIVIDUALLY LIABLE.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as

onsite representatives or otherwise, do not make Engineer or Engineer'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. Engineer and Engineer'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 Engineer's own personnel.

35.2 The presence of Engineer'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). Engineer 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. Engineer 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 Engineer for itself and its Sub-consultants, 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 architecture, landscape architecture, engineering, or surveying 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;

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; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's 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

ENGINEER:

HAZEN AND SAWYER, P.C.

By: _____

Print Name/Title: Albert Muniz, PE
Vice President

ATTEST:

By: _____
Carie Shealy, City Clerk

EXHIBIT A
Engineer's Response to City's Request for Qualifications

Exhibit A

Hazen and Sawyer

2018 Billing Rates for City of Cocoa, Florida
Continuing Engineering Services Agreement
Construction of Utility Conveyance Systems Upgrades & Expansion

[illegible]	[illegible]
Vice President	$225
Senior Associate	$210
Associate	$176
Senior Principal Engineer	$159
Principal Engineer	$120
Assistant Engineer	$105
Senior Principal Designer	$144
Principal Designer	$111
Senior Designer	$95
Administrative Support	$70

Labor Category Descriptions

[illegible]	[illegible]	[illegible]
Vice President	Principal Director, part owner in the company. Capable of making contractual and legal decisions on behalf of the firm.	30+
Senior Associate	Engineer responsible for contract negotiations, technical and administrative project management.	18+
Associate	Engineer responsible for full technical delivery of the project. Coordinates with client staff on all technical matters. Directs various disciplines and subconsultant's to produce deliverables.	12-18
Sr. Principal Engineer	Engineer responsible for developing and coordinating smaller projects, supervising and coordinating a small group of engineers.	7-12
Principal Engineer	Engineer, must have a PE license. Designs and coordinates parts of projects.	5-7
Assistant Engineer	Engineer with an EIT certificate. Assists with design and coordination with designers.	0-5
Sr. Principal Designer	Manages designers from an entire region.	15+
Principal Designer	Demonstrated knowledge of design concepts. Plans, develops, and directs entire technical drafting/design groups.	10-15
Senior Designer	Advanced CADD proficiency. Performs non-routine and complex drafting assignments.	5-10
Administrative Support	Experienced secretarial or administrative staff. Duties include document management and word processing.	5-20

Note: All copies, reproduction, subconsultant work, material or equipment purchases shall be pass-through cost only without mark-up

Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

4/19/18

Hazen Hazen and Sawyer
2101 NW Corporate Blvd., Suite 301
Boca Raton, FL 33062 • 561-997-8070

To: CITY OF COCOA

Date: April 18, 2018

Address: 351 Shearer Boulevard
Cocoa, Florida 32922

Job: Continuing Services Agreement

Attention: Jack Walsh, PE, Utilities Director

We Are Sending You:
☒ **Herewith** ☐ Under Separate Cover
☐ Reports ☐ Tracings ☐ Prints
☐ Shop Drawings ☐ Specifications
☐ Samples ☒ **Contracts** ☐ Other

Sent By:
☐ Blue Printer ☐ Hold for Pickup
☐ Hand Delivered ☐ Mail
☐ UPS ☒ **Federal Express**

No.	DATE	DESCRIPTION
2	4/18/18	Partially Executed Original Continuing Service Agreement

Remarks: Mr. Walsh, We are pleased to submit two signed original agreements, and ask that one original be returned to the address listed above for internal distribution. Note that the Billing Rates sheet has been labeled as "Exhibit A" per your request. Please let us know if you have any questions and we look forward to working with you on your pending tasks.

Transmitted:
☒ **At Your Request**
☐ For Your Information
☐ For Your Comments
☐ For Your Approval
☐ For Distribution
☐ For Correction
☐ Furnish as Submitted
☐ Furnish as Corrected
☐ Revise and Resubmit

Copies to:
Albert Muniz, PE
Joe Franko, PE
Fred Holmes, PE

File:

Very truly yours,
HAZEN AND SAWYER

By: Teresa M. McNally
Teresa McNally, Administrator

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2020

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 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
J.W. Edens & Company
P.O. Box 278
Titusville FL 32781-0278

CONTACT NAME: Shari McNeely
PHONE (A/C, No, Ext): (321)383-4554 **FAX (A/C, No):** (321)383-4523
E-MAIL ADDRESS: smcneely@jwedens.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Cas. of Ame	25674
INSURER B : Owners Insurance Company	
INSURER C : Travelers Casualty & Surety	19038
INSURER D : Hiscox Insurance Co	
INSURER E :	
INSURER F :	

INSURED
Bussen-Mayer Engineering Group, Inc.
100 Parnell Street
Merritt Island FL 32953

COVERAGES **CERTIFICATE NUMBER:** CL2092409928 **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 / X PRO-JECT / LOC OTHER:			60-9A762805-TIL-20	2/1/2020	2/1/2021	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			5215039200	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined single	$ $ $ $ 1,000,000 $ 1,000,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X / RETENTION $ 10,000			CUP5P430164	2/1/2020	2/1/2021	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (N/A) (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-0N269248-20-47-G	2/1/2020	2/1/2021	X PER STATUTE / X 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
D	Professional Liability Claims Made			URA1379050.20	10/1/2020	10/1/2021	$ 3,000,000 aggregate $ 1,000,000 Each Claim	$ 10,000 Ded Each Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability policy has been endorsed with an Additional Insured endorsement in favor of the City of Cocoa.
The Professional Liability policy includes a Specific Project Excess for City of Cocoa - $2,000,000 excess of primary $1,000,000.

CERTIFICATE HOLDER
nhernandez@cocoafl.org
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
J. Wayne Edens/SHARI

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MEAD&HU-01 MHORSFALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/9/2020

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 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
Hausmann-Johnson Insurance, Inc.
740 Regent Street 4th Floor
PO Box 259408
Madison, WI 53725-9408

CONTACT NAME: Melissa Horsfall
PHONE (A/C, No, Ext): (608) 252-9617 FAX (A/C, No):
E-MAIL ADDRESS: melissa.horsfall@hausmann-johnson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : Charter Oak Fire Insurance Co	25615
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mead & Hunt, Inc.
2440 Deming Way
Middleton, WI 53562-1562

COVERAGES **CERTIFICATE NUMBER: 2017** **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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			6305C656013	12/1/2020	12/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			8101L275575	12/1/2020	12/1/2021	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE			CUP0K301101	12/1/2020	12/1/2021	AGGREGATE	$ 9,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		UB8J2154321943E -OTH STAT	12/1/2020	12/1/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When specified in written contract, the City of Cocoa is listed as Additional Insured with respect to Commercial General Liability (subject to all policy terms, limitiations, conditions and exclusions).

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

HAZE&SA-01 KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/6/2021

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:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Company A+ (XV)	19682
INSURED	INSURER B : Hartford Casualty Insurance Company A+ (XV)	29424
Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	INSURER C : Twin City Fire Insurance Company A+ (XV)	29459
	INSURER D : Continental Casualty Company (CNA) A, XV	20443
	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	
A	X COMMERCIAL GENERAL LIABILITY			42UUNBH8062	3/29/2020	3/29/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			42UENBH7997	3/29/2020	3/29/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X 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)	$
							Comp./Coll. Ded	$ 1,000
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		42WBAD0SYE	3/29/2020	3/29/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			AEH008231489	3/29/2020	3/29/2021	Per Claim/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cocoa, Florida is included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

CERTIFICATE HOLDER

City of Cocoa, Florida
351 Shearer Boulevard
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 #:	21-74	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	1/7/2021			**In control:**	City Council
On agenda:	1/26/2021			**Final action:**	
Title:	Award Bid B-21-05(A)-COC, Contract Laboratory Services, to Pace Analytical Services LLC, Ormond Beach, Florida; To Authorize the City Manager to Execute the Contract and approve future renewals. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bid Summary ITB# 21-05(A).pdf Master Bid Tabulation Sheet (B-21-05-COC).pdf Notification of Intent to Award_B-21-05(A)-COC.pdf Addendum_4_Revised_Pricing_Table.xlsx_Pace_A.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 7, 2021
Agenda Date: January 26, 2021
Prepared By: Katherine D. Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid B-21-05(A)-COC, Contract Laboratory Services, to Pace Analytical Services LLC, Ormond Beach, Florida; To Authorize the City Manager to Execute the Contract and approve future renewals.

BACKGROUND:

The FY2021 budget includes funds for professional services including contract laboratory services for routine water and wastewater testing to comply with the Florida Department of Environmental Protection (FDEP) regulations. This contract will be for a three (3) year term with the option to renew for two (2) additional one-year (1) periods.

On December 18, 2020, bids were opened for subject services. Purchasing sent four hundred and twenty-three (423) invitations and notifications to bid and received three (3) responses from sixteen (16) plan holders. Quality Control data and references for all vendor submissions were thoroughly reviewed.

After calculating the annual cost for all four vendors, the lowest most responsive bidder was Pace Analytical Services LLC, Ormond Beach, Florida. Below is a list of the bids received:

1. Pace Analytical Services LLC - $47,587
2. Advanced Environmental Laboratories Inc. - $47,737.50
3. Flowers Chemical Laboratories Inc. - $61,387

Staff is requesting City Council approval to award this contract to Pace Analytical Services LLC, Ormond Beach, Florida, for Contract Laboratory Services.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$47,587
Account Number	421-4010-536.31-00
Account Name	Professional Services

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Award Bid B-21-05(A)-COC, Contract Laboratory Services, to Pace Analytical Services LLC, Ormond Beach, Florida; To Authorize the City Manager to Execute the Contract and approve future renewals.

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Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

BID SUMMARY

To: Utilities - Lab

From: Heath Hancher, Purchasing & Contracts Manager

Date: January 7, 2021

Re: **Bid #B-21-05(A)-COC – Laboratory Services**

Bids for the subject offering were opened on December 18, 2020 at 3:00 p.m. Purchasing published **(423)** invitations and notifications to bid, **(0)** supplemental suppliers and received **(3)** responses from **(16)** plan holders for this bid. Of the **(3) respondents** the following were found to be:

THE APPARENT LOW BIDDER IS:

1. **Pace Analytical Services LLC - $47, 587.00**
2. Advanced Environmental Laboratories Inc. - $47,737.50
3. Flowers Chemical Laboratories Inc. - $61,387.00

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
MASTER TABULATION SHEET

Laboratory Services

ITB B-21-05(A)-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
Flowers Chemical Laboratories Inc.	$ 61,387.00	$ 61,387.00
Advanced Environmental Laboratories Inc.	$ 47,737.50	$ 47,737.50
Pace Analytical Services LLC	$ 47,587.00	$ 47,587.00
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -

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

Department: Utilities	Division: Lab
Bid / RFP / RFQ #: B-21-05(A)-COC Laboratory Services	Project #
Awarded To: Pace Analytical Services LLC	Scope of Work or Services: To have an accurate analysis of our Drinking Water and Wastewater by a Nelac DOH certified Laboratory that can provide the following analysis in the format required by Florida Department of Environmental Protection and Department of Health.
Address / City / State / Zip: 8 East Tower Circle, Ormond Beach, FL 32174	Phone / Fax #'s: 386-672-5668 / email: John.Lindsey@pacelabs.com
Purchase / Contract Amount: $47,487.00	Date of Award Notification: January 7, 2021
Date of Vendor Acknowledgement:	Date of City Council Approval:
Title / Position (Print) John Lindsey / Account Executive	Purchasing Division Manager (Print or Stamp): Heath Hancher, PmP, CPPM
Signature:	Signature:

Please complete the information required above.

Return the Notification of Award to Purchasing & Contracts Division when completed.

Thank you for your cooperation

Chemicals	Estimated Quantities	Unit	Unit Price	Extended Price
Lab DI Water Use Test **(STUDENT Test)**	4	EA	$ 250.00	$ 1,000.00
Primary Test (62-550) and Secondary test 62-550) for Drinking Water, plus Synthetic Organic Contaminants SOC's, Volatile Organic plus color, corrosivity and asbestos, Contaminants (VOC) excluding Rads.	1	EA	$ 1,133.00	$ 1,133.00
Annual Wastewater (62-550-except asbestos, color, and corrosivity), plus Dioxin Synthetic Organic Contaminants (SOCs) Volatile Organic Contaminants (VOCs)	1	EA	$ 1,093.00	$ 1,093.00
Dioxin	1	EA	$ 225.00	$ 225.00
Asbestos	1	EA	$ 125.00	$ 125.00
Volatile Organic Contaminants (VOCs)	1	EA	$ 51.00	$ 51.00
Synthetic Organic Contaminants (SOCs) with Dioxin	1	EA	$ 838.00	$ 838.00
Quarterly TTHM's and HAA5 (together)	48	EA	$ 92.00	$ 4,416.00
THM's (individual)	288	EA	$ 28.00	$ 8,064.00
HAA's (individual)	144	EA	$ 64.00	$ 9,216.00
Lead	204	EA	$ 5.00	$ 1,020.00
Copper	204	EA	$ 5.00	$ 1,020.00
Metals(Cd, Cr, Zn, Ni, Pb, Cu)	1	EA	$ 30.00	$ 30.00
Expanded Effluent: Priority Pollutant Volatiles, Priority Pollutant Semi volatiles, Priority Pollutant Wet Chem parameters, Priority Pollutant Metals (DEP Form 62620.910(2))	1	EA	$ 582.00	$ 582.00
Sludge Parameters 62-640 (503 Metals and Nutrients)	4	EA	$ 109.00	$ 436.00
Total Phosphorous	192	EA	$ 12.00	$ 2,304.00
Total Nitrogen	192	EA	$ 20.00	$ 3,840.00
Ammonia	12	EA	$ 9.00	$ 108.00
Chloride	12	EA	$ 6.00	$ 72.00
Sulfate	12	EA	$ 6.00	$ 72.00
Total Dissolved Solids	12	EA	$ 8.00	$ 96.00
Lab DI Water Use Test **(STUDENT Test)**	5	EA	$ 250.00	$ 1,250.00
Bromate	12	EA	$ 30.00	$ 360.00
Fluoride	24	EA	$ 6.00	$ 144.00
Arsenic	19	EA	$ 5.00	$ 95.00
Fecal Coliform (MPN) for Sludge	28	EA	$ 50.00	$ 1,400.00
ICP/MS Metals (ie. Cd, Cr, Ni, Pb) ICP Metals (ie. Zn, Si)	12	EA	$ 5.00	$ 60.00
Gross Alpha (including Uranium)	12	EA	$ 50.00	$ 600.00
Sodium	12	EA	$ 5.00	$ 60.00
Gross Alpha (excluding Uranium)	12	EA	$ 25.00	$ 300.00
Radium 226	12	EA	$ 60.00	$ 720.00
Radium 228	12	EA	$ 60.00	$ 720.00
Uranium	12	EA	$ 25.00	$ 300.00
Turbidity	12	EA	$ 5.00	$ 60.00
Individual THM (Dichlorobromomethane)	1	EA	$ 28.00	$ 28.00
Total Organic Carbon	36	EA	$ 20.00	$ 720.00
Volatile Solids	12	EA	$ 13.00	$ 156.00
pH	12	EA	$ 4.00	$ 48.00
Foaming Agents	1	EA	$ 20.00	$ 20.00
Odor	1	EA	$ 15.00	$ 15.00
Alkalinity	12	EA	$ 10.00	$ 120.00
cBOD	192	EA	$ 10.00	$ 1,920.00
Bioassay* (96-hour acute static renewal multi concentration toxicity test using Ceriodaphnia dubia and Cyprinella leedsi) **4 unique samples collected over 24hrs will be sent to the lab via ups, fedex, or equivalent**	1	EA	$ 2,750.00	$ 2,750.00
*** These are estimated quantities for the bid only and are subject to change**			**Total**	**$ 47,587.00**

Legislation Details (With Text)

File #:	21-84	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	1/14/2021			**In control:**	City Council
On agenda:	1/26/2021			**Final action:**	
Title:	Approve a Resolution Amending the FY21 Budget, BAF #21-045-A, through the use of General Fund Balance Reserves, for the Contribution to School Board of Brevard County, for Improvements to Cocoa High Schools Track. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2021- ADA Compliant.pdf Interlocal Agreement_ Cocoa High School Track Funding.pdf Journal.pdf BAF 21-046-A-FN-Cocoa High School Track Contribution (1-26-21) Agenda 21-84.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 14, 2021
Agenda Date: January 26, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution Amending the FY21 Budget, BAF#21-046-A, through the use of General Fund Balance Reserves, for the Contribution to School Board of Brevard County, for Improvements to Cocoa High Schools Track.

BACKGROUND:

On December 15th, 2020 the City of cocoa entered into agreement with the School Board of Brevard County, authorizing a contribution the Cocoa High School Track Improvements, in the amount of $85,000.

This Agenda is requesting approval of a Budget Amendment by Resolution, to provide the funding into the appropriate account lines, through the use of General Fund Balance Reserves.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

BAF#21-046-A

Amount Requested	$85,000
Account Number	001-0000-389.99-50
Account Name	General Fund Balance Reserves

Amount Requested	$85,000
Account Number	001-1600-513.83-01
Account Name	Other Grants and Aids/Misc. Donations

PREVIOUS ACTION:

10-27-20 City Council Direction to move forward with contribution to the School Board for the Cocoa High School Track Improvements.

12-15-20 Interlocal Agreement Effective Date.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY21 Budget, BAF#21-046-A, through the use of General Fund Balance Reserves, for the Contribution to School Board of Brevard County, for Improvements to Cocoa High Schools Track.

RESOLUTION NO. 2021-

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 26th day of January, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Prepared by and Return to:

Anthony A. Garganese, Esq.
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

INTERLOCAL AGREEMENT

Cocoa High School Track Funding

THIS INTERLOCAL AGREEMENT ("**Agreement**") is made and entered into this 15th day of December, 2020 ("**Effective Date**") between the **CITY OF COCOA**, a Florida municipal corporation ("City"), and the **SCHOOL BOARD OF BREVARD COUNTY, Florida** ("School Board").

W I T N E S S E T H:

WHEREAS, the City is authorized to do all things whatsoever necessary and expedient for promoting or maintaining the general welfare, comfort, education, morals, peace, government, health, trade, commerce, or industries of the City or its inhabitants, and is expressly authorized by law to expend funds for any municipal purpose; and

WHEREAS, the City Council of the City of Cocoa has determined that the quality of education, specifically physical education, available to the inhabitants of Cocoa can be strengthened and improved through the construction and maintenance of a new rubberized track for the Cocoa High School ("Track Improvements"); and

WHEREAS, City finds that it is in the best interests of its high-school aged residents to contribute financially to the construction of the Track Improvements; and

WHEREAS, the City desires to enter into this Interlocal Agreement for purposes of authorizing the contribution of $85,000.00 to the School Board for the construction and installation of the Track Improvements; and

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, the City and the School Board agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of each of the following conditions precedent:

2.1 **Approval.** The approval of this Agreement by both the City Council of the City of Cocoa and the School Board of Brevard County, Florida.

2.2 **Execution.** The complete execution of this Agreement by the Mayor of the City of Cocoa and the Chairman of the School Board of Brevard County, Florida.

2.3 **Recordation.** The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **STATUTORY AUTHORITY**. This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes. With respect to the City, this Agreement shall also be in furtherance of the Florida Municipal Home Rule Powers Act (s. 166.011, Florida Statutes, et. seq.).

4. **TRACK IMPROVEMENTS.**

4.1 **Contribution for the Cocoa High School Track Improvements**. The City agrees to contribute and deliver to the School Board the amount of $85,000.00 (eighty-five thousand dollars) for the construction and installation of the Track Improvements at the Cocoa High School (the "Contribution"). The City shall deliver the one-time Contribution to the School Board within thirty (30) days of the Effective Date of this Agreement. The expenditures eligible to be funded by the Contribution shall include installation and construction of a new rubberized track, including all demolition of existing structures and surfaces, grading and other necessary make-ready work. Within thirty (30) days of completion of the Track Improvements, the School Board shall submit to the City an invoice with supporting justification of expenses associated with the Track Improvements. Should the total cost of the Track Improvements not exceed $85,000.00 (the Contribution), the School Board shall refund any remaining surplus funds back to the City at the time the invoice is delivered to the City. Notwithstanding the foregoing, the School Board agrees that the Track Improvements must be completed and have received a satisfactory final inspection within two years of the Effective Date of this Agreement. Should the School Board fail to complete the Track Improvements and receive final inspection within such time, the City may, in its sole discretion, require the School Board to refund any unused portion of the $85,000.00 (the Contribution) to the City. The City shall provide written notice to the School Board if a refund is

required hereunder by the City, and the School Board shall then pay the refund within thirty (30) days of receipt of the written notice.

4.2 **Publicity.** Upon completion of the Track Improvements and to the extent the School Board and/or Cocoa High School produces and publishes any advertisements or programs identifying the fundraising sponsors for such Improvements, the School Board and/or Cocoa High School shall reference and include the City's Contribution to the Improvements.

5. **MISCELLANEOUS TERMS AND CONDITIONS.**

5.1 Governmental Disputes. In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.

5.2 Counterparts. 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.

5.3 Effective Date. The effective date of this Agreement shall be the date that this executed Agreement is recorded in the Official Records of Brevard County, Florida pursuant to Section 2.3 of this Agreement.

5.4 Indemnification. To the extent allowed in Florida Statute 768.28, the School Board agrees to indemnify and hold harmless the City from any and all liability and/or claims of any kind arising out of the School Board's own negligence associated with the construction of the Track Improvements.

Neither party intends, and this Agreement shall not be construed, to waive sovereign immunity or the monetary limits, or the type of damages recoverable, under section 768.28, Florida Statutes, as that section may be amended from time to time.

5.5 Governing Law, Venue and Attorney's Fees. All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the Laws of the State of Florida. Venue shall be in Brevard County, Florida, and any trial shall be non-jury. In the event of any litigation between the Parties arising out of this Agreement, each Party will bear its own attorney's fees and costs.

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: Misty Belford

Misty Belford, Chairperson

ATTEST:

By: Mark W. Mullins

Mark W. Mullins, Ed.D. Superintendent

Approved by the School Board of Brevard County, Florida on: December 15, 2020

5.6 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be sent to the following:

School Board:

Susan Hann, P.E.,
Assistant Superintendent Facilities Services
2700 Judge Fran Jamieson Way
Viera, Florida 32940

City:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida 32922

5.7 Independent Contractor. Neither the School Board nor the School Board's employees are employees of the City. The School Board controls and directs the means and methods by which the Track Improvements are accomplished. The School Board is solely responsible for compliance with all labor and tax laws pertaining to the School Board, its officers, agents and employees.

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

CITY OF COCOA, FLORIDA

By: _____
~~JAKE WILLIAMS, Jr., Mayor~~
Michael C. Blake, Mayor

ATTEST:

By: _____
CARIE SHEALY
City Clerk

Approved by the City Council on: 10/27/2020

10. ~~9.~~ Approve entry into multiyear piggyback agreement using Brevard County ITB# B2-18-65, effective December 15th, 2018 through December 14th, 2021 with Bound Tree Medical for the purchase of medical supplies and other ancillary products as needed for the Fire Department. Request Council grant the City Manager authorization to approve annual renewals and to issue the related purchase orders. (20-712). (Fire Chief)

- **Approved.**

X. Informational Agenda:

1. Fire Incident Summary Report for September 2020. (20-688). (Fire Chief)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 09/30/2020. (20-689). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (20-708). (Finance Director)

4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-709). (Finance Director)

5. FY 2020 Budget Adjustment Report. (20-710). (Finance Director)

- **No formal actions were taken under the Informational Agenda.**

REPORTS:

- **Motion by Council as they were in favor of the contribution to Cocoa High School in the amount of $85,000 for the upgrades to track and field. Necessary budget amendments will be done and the City Attorney is working on an agreement.**
- **Motion by Council to appoint Councilmember Koss as the City's representative on the EDC Board.**

XI. Adjournment:

- **The Regular meeting of October 27, 2020 adjourned at 8:08 p.m.**

City of Cocoa Budget Adjustment Form FY 2021 - 21-046-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: FN | DATE PREPARED: 01/14/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 85,000	001-0000-389.99-50		General Fund Balance Reserves	$ 2,043,500	$ 2,114,237	$ 2,199,237	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 85,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 85,000	001-1600-513.83-01		Other Grants and Aids/Misc Donations	$ 15,200	$ 15,200	$ 100,200	$ 100,200
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 85,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This Budget Adjustment Form is for the Contribution to the Cocoa High School Track Improvements through the use of General Fund Balance Reserves. The Inter-local Agreement was signed 12-15-20. This Budget Amendment is going to City Council 1-26-21 with Agenda 21-84.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/26/21 *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.

1/14/21 Lora Howell Digitally signed by Lora Howell Date: 2021.01.14 09:02:40 -05'00'	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.01.14 17:59:11 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.01.14 17:58:58 -05'00'	1/14/21 Lora Howell Digitally signed by Lora Howell Date: 2021.01.14 09:02:59 -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 #: _____

Legislation Details (With Text)

File #:	21-76	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	1/8/2021			**In control:**	City Council
On agenda:	1/26/2021			**Final action:**	
Title:	Approve the appointments of Tammy Findley-Bell, Michael Klug, and Kathy Hamilton-Brown to the Police Community Relations Advisory Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Findley-Bell Board application.pdf Hamilton-Brown Application.pdf Klug Board Application.pdf PCRAB Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2021
Agenda Date: January 26, 2021
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve the appointments of Tammy Findley-Bell, Michael Klug, and Kathy Hamilton-Brown to the Police Community Relations Advisory Board.

BACKGROUND:

The Police Community Relations Advisory Board was established by Resolution No. 2018-097 on October 24, 2018. The Resolution outlines the composition of the Board in Section 2. (c) and states the following:

***(c) Composition. The** COMMITTEE shall be an advisory committee only and shall not have any delegated authority to promulgate and enforce regulations and policies pursuant to law or final decision making authority. The COMMITTEE shall consist of seven (7) members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa. For purposes of this subsection, the head of any religious establishment, faith based organization, or non-profit civic based organization that has a substantial operation within the City ("Civic Organization") is eligible to serve on the COMMITTEE. Subject to each appointment being approved by majority vote of the City Council, each Councilmember shall have one appointment and the Coastal Florida Police Benevolent Association shall have one appointment. Additionally, the City Council shall by majority vote make one at-large appointment nominated by any*

Councilmember, City Manager or Police Chief who is a head of a Civic Organization. Committee members shall not be an active member of the Cocoa Police Department, and if a former law enforcement officer, the person must have resigned or retired in good standing to be eligible to serve_ on the COMMITTEE. No alternates shall be appointed. Vacancies shall be filled in the same manner as the original appointment to the extent deemed necessary by the City Council. Prior to any appointment being considered final, each member of the COMMITTEE shall be required to complete a board application as prescribed by the City Council. Upon appointment, each member of the Committee shall serve at the pleasure of the City Council and may be summarily removed at any time with and without cause. Each member of the COMMITTEE shall serve without compensation. The provisions of Section 2-58 of the City Code shall also apply to the extent not in conflict with the terms and conditions of this Resolution.

Furthermore, Section 2. (d) outlines the Term limits for Board members:

(d) Term of Committee Members. *The term of COMMITTEE members shall be staggered. The term of COMMITTEE members appointed by a City Councilmember shall run concurrently with the Councilmember making the appointment. The term of the COMMITTEE members appointed by the City Council at-large and the Coastal Florida Police Benevolent Association shall be four (4) years.*

In the November 3, 2020 general election, three (3) new councilmembers were elected, therefore, the following seats on this board required new appointments. The newly elected Councilmembers and their nominations are below:

Mayor Blake	Nomination: Tammy Findlay-Bell
Councilman Hearn, District 2	Nomination: Kathy Hamilton-Brown
Councilman Dyal, District 3	Nomination: Michael Klug

Please note that Ms. Hamilton-Brown was recently appointed to this Board as former Mayor Williams nomination and Mr. Klug has served on this board since its establishment as former Councilwoman Warner's nomination.

All nominees meet the qualifications for serving on a City Board and as noted above, if appointed, their terms will run concurrent with the Councilmember that appointed them.

A current Police Community Relations Advisory Board roster is attached along with updated Board applications for all of nominees, with the exception of the Ms. Kathy Hamilton-Brown. Her most recent application is attached as she was just recently appointed in 2020.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappointments to City boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Approve the appointments of Tammy Findley-Bell, Michael Klug, and Kathy Hamilton-Brown to the Police Community Relations Advisory Board

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CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Tammy Findlay-Bell Application Date: 1/6/21

Street Address, Including Zip Code: 244 Lemon St Cocoa

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: _____ Work: (321) 631-4578 Pager: _____ Cell: (321) 482-8711

Place of Business: Central Florida Treatment Center

Title/Position Held: Senior Counselor / Community Resource Coordinator

Date of Birth[2] 09/14/62

Email Address: tammycftc@yahoo.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment	✓	Police Community Relations Advisory Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Board
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	
Do you own property or a business in Cocoa?	Yes		No	✓
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	

Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any
NO

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ✓

If yes, have your civil rights been restored? Yes ____ No ✓
Do you consent to a standard criminal background check? Yes ✓ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

N/A

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

Please see attached

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

✓ African-American
____ Asian-American
____ Hispanic-American
____ Native American
____ Caucasian

GENDER

____ Male
✓ Female

DISABILITY

____ Physically Disabled

Attachment (Interest and Experience)

I have lived in the great City of Cocoa all my life. My family has always been of service in some way to Our Community. My Dad a Veteran and Retiree from The State of Florida and my Mom a Retiree from the City of Cocoa, both instilled the importance of love for people and our Community.

I am presently a Substance Abuse Counselor and Community Resource Coordinator for Central Florida Treatment Center here in Cocoa. I see first hand the need to increase services for our Community and the importance of our law enforcement understanding the needs of our residents. I believe I am an asset to this board because of my life time residency and love for the City of Cocoa, knowledge of an increasing population and my commitment to increasing resources for the betterment of this City.

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Kathy Hamilton-Brown Application Date: _____

Street Address, Including Zip Code: 306 Edinburgh Dr., Cocoa, FL 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 ✓ District 3 _____ District 4 _____

Telephones: Home: _____ Work: _____ Pager: _____ Cell: (321) 795-7668

Place of Business: Suntree Elementary

Title/Position Held: Assistant Principal

Date of Birth[2] July 26, 1970

Email Address: kathyjhamilton@yahoo.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Brownfields Advisory Board		Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Cocoa)
	Housing Authority		Redevelopment Agency (Diamond Square)
	Pension Board - Fire		Redevelopment Agency (US 1)
	Sustainability Advisory Committee		Utilities Advisory Board
		✓	Cocoa Police Department Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	____
Do you own property or a business in Cocoa?	Yes	✓	No	____
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	____
Have you ever been convicted or found guilty, regardless				

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ✓

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ✓ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

As a City of Cocoa resident, I am a part of several organizations that provide support to people and communities. In addition, I volunteered with organizations across Brevard County. I truly believe that being involved and serving is one of the greatest gifts a person can do.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

✓ African-American
____ Asian-American
____ Hispanic-American
____ Native American
____ Caucasian

GENDER

____ Male
✓ Female

DISABILITY

____ Physically Disabled

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Michael Klug Application Date: 01/09/2021

Street Address, Including Zip Code: 2104 Ivy Drive Cocoa, FL 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 _____ District 3 _____ District 4 x____

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 321-214-3533

Place of Business: Retired

Title/Position Held: _____

Date of Birth[2] 12/13/1951

Email Address: mjvegas123@aol.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment	xx	Police Community Relations Advisory Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Board
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	xx	No	_____
Do you own property or a business in Cocoa?	Yes	xx	No	_____
Are you registered to vote in Brevard County, Florida?	Yes	_____	No	xx
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any				

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No xx

If yes, have your civil rights been restored? Yes ____ No xx
Do you consent to a standard criminal background check? Yes xx No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes xx No ____
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No xx
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No xx

Have served on the Police Advisory Committee for 2019/2020

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

Continue my service to the city

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
xx Native American
xx Caucasian

GENDER

xx Male
____ Female

DISABILITY

No Physically Disabled

Police Community Relations Advisory Board (Established by Resolution No. 2018-097)	**Meets Quarterly @ 6pm**			**Expirations Vary**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Aldon Bookhardt Appt. by Councilmember Koss Term: Same as Councilmember who appointed member	3231 Nottingham Lane Cocoa, FL 32926 aldon@bookhardt.net	321-338-2047 HM 321-362-5135 WK 321-360-9377 CELL	03/2019	11/2022
VACANCY ~~Marsha Dyal~~ ~~Appt. by Councilmember Boisvert~~ Term: Same as Councilmember who appointed member	~~3807 Parapet Drive~~ ~~Cocoa, FL 32926~~ ~~hemilzd@icloud.com~~ ~~hemi12d@icloud.com~~	~~321-482-9558 HM~~ ~~321-482-9558 Cell~~	~~03/2019~~	~~11/2020~~
Alton Edmond- Chair Appt. by Councilmember Goins Term: Same as Councilmember who appointed member	630 Brevard Avenue, Ste. B Cocoa, FL 32922 Edmondtriallaw@gmail.com aedmond1989@gmail.com (please send to both)	321-285-9505 WK 863-254-7290 CELL	03/2019	11/2022
VACANCY ~~Michael Klug~~ ~~Appt. by Deputy Mayor Warner~~ Term: Same as Councilmember who appointed member	~~2106 Ivy Drive~~ ~~Cocoa, FL 32922~~ ~~MJVEGAS123@aol.com~~	~~321-514-3533 CELL~~	~~03/2019~~	~~11/2020~~
VACANCY ~~Kathy Hamilton-Brown~~ ~~Appt. by Mayor Williams~~ Term: Same as Mayor who appointed member	~~306 Edinburgh Drive~~ ~~Cocoa, FL 32922~~ ~~kathyjhamilton@yahoo.com~~	~~321-795-7668 cell~~	~~08/2020~~	~~11/2020~~
Jarvis Wash Civic Organization Term: 4 years from date of appt.	909 Bristol Drive Cocoa, FL 32922 PastorJarvisWash@gmail.com	321-821-3055 WK 321-795-8419 CELL	03/2019	03/2023
Al Boettjer Coastal FL PBA Rep Term: 4 years from date of appt.	1000 Galleon St.. Cocoa, FL 32927 NYPDGOLD@aol.com	321-636-5612 HM 321-504-0820 WK 321-412-3542 CELL	03/2019	03/2023
LIAISON	Deputy Mayor Goins	474-4923	Updated 12/20	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	407-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Kadi Carver	433-8581	Updated 11/18/20	

Legislation Details (With Text)

File #:	21-82	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	1/13/2021			**In control:**	City Council
On agenda:	1/26/2021			**Final action:**	
Title:	Approve a Resolution adopting Resilient Cocoa, the City's Resiliency Action Plan to address resiliency issues and develop strategies to strengthen the City's capacity to withstand and recover quickly from natural hazards.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution adopting the Resilient Cocoa Action Plan 2021.pdf Resilient Cocoa 2020.pdf 2017-137 (Establishing a Sustainability Advisory Committee).pdf 2019-011 (Adopting the East Central Florida Regional Resiliency Action Plan).pdf 2020-225 (Adopting the Sustainability Action Plan).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 13, 2021
Agenda Date: January 26, 2021
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve a Resolution adopting *Resilient Cocoa*, the City's Resiliency Action Plan to address resiliency issues and develop strategies to strengthen the City's capacity to withstand and recover quickly from natural hazards.

BACKGROUND:

In November, 2018, the City was awarded a Coastal Zone Management Grant from the Florida Department of Environmental Protection to develop educational visualizations and facilitate engagement opportunities relevant to resiliency and the future of the City of Cocoa. The City contracted with the East Central Florida Regional Planning Council (ECFRPC) to develop a Resilience/Disaster Preparedness Plan for Small Businesses, develop adaptation action areas related to comprehensive plan goals, policies and strategies.

Through this grant, the project team established the following milestones:

- Conduct a vulnerability analysis and develop GIS visualizations for education and engagement as related to sea level rise, frequent or "nuisance" flooding and storm surge;
- Engage the residents and businesses in the City through surveys and workshops to enhance

education on vulnerabilities and obtain input on priorities and strategies for implementation;
- Estimate the economic impacts on business loss due to periodic flood and compare scenarios that implement an adaptation measure;
- Develop policies and recommendations for the City to consider for adoptions into the comprehensive plan and implementation across various City departments.

The ECFRPC focused on increasing climate literacy, assessing capacity and identifying vulnerabilities to develop a detailed assessment of the impacts that these hazards will have on the City's transportation network, critical facilities, land development patterns and tax revenues. As part of the collaboration with the ECFRPC, the City adopted by resolution the East Central Florida Regional Resiliency Action Plan. This plan identifies opportunities throughout the region for agencies to implement that address climate-related vulnerabilities. The City is a member of the East Central Florida Regional Resilience Collaborative (ECFR2C) and works with cities and counties to improve and protect our environment and communities.

Prior to the award of this grant to develop a Resilience Action Plan, the City, in December 2017, established the Sustainability Advisory Committee (now the Sustainability Advisory Board), to establish a scope of activities that the group may engage in and undertake, with recommendations being provided to the City Manager for further action and implementation by the City. The primary goal of the Sustainability Advisory Board was to create a written plan with a focus on initiatives/strategies/programs related to the following:
- Built Environment
- Equity and Empowerment
- Health and Safety
- Natural Systems
- Climate and Energy

The City and the Sustainability Advisory Board worked in collaboration with the Florida Institute of Technology staff and students who contributed expert knowledge on the subject of sustainability. The Sustainability Action Plan was adopted by resolution in October 2020.

Simultaneously, the City was engaged with the ECFRPC to develop a Threat Hazard Identification and Risk Assessment (THIRA). The THIRA is the result of a collaborative planning process compliant with the US Department of Homeland Security. It outlines a process to help communities identify capability targets and resource requirements necessary to address anticipated and unanticipated risks. City Staff worked with ECFRPC to develop this comprehensive document to help the City deal with the hazards/threats of most concern.

The Resilient Cocoa document was being drafted based on the extensive research conducted by the ECFRPC. A final copy of the Resilient Cocoa document was received by the City of Cocoa in December 2020 after nearly 18 months of research and preparation by staff and consultants.

The City embarked on a remarkable plan to research, strategize and implement plans that will enable the City to become more resilient and sustainable in the future.

STRATEGIC PLAN CONNECTION:

The Resilient Cocoa Plan enhances the goals and visions of the City of Cocoa's Strategic Plan to

provide maximum effectiveness in the delivery of City services.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution adopting *Resilient Cocoa*, the City's Resiliency Action Plan to address resiliency issues and develop strategies to strengthen the City's capacity to withstand and recover quickly from natural hazards.

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADOPTING THE RESILIENT COCOA ACTION PLAN DEVELOPED BY THE EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL IN COLLABORATION WITH CITY STAFF; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa established a collaborative effort between the East Central Florida Regional Planning Council (ECFRPC) and City Staff to educate and engage Cocoa residents and businesses in the conversation of resiliency and assess impacts from several factors; and

WHEREAS, City Staff has work in concert with the ECFRPC to develop the Resilient Cocoa Action Plan that will guide the decision-making process for future development, infrastructure projects and programs to assist local growth and resilience; and

WHEREAS, the City Council hereby deems this resolution is in the best interests of the public health, safety and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The City Council hereby adopts the Resilient Cocoa document attached hereto as **EXHIBIT "A"** for purposes of advancing the implementation of activities to the extent feasible to improve safety, long-term resilience and expand economic sustainability and response to vulnerabilities within Cocoa.

SECTION 2. The City Council hereby encourages the development of plans, policies and strategies to protect the welfare of residents, businesses and visitors through careful consideration to develop infrastructure, natural resources and a built environment that can withstand and adapt to change.

SECTION 3. The City Council hereby desires to engage residents and business owners with locally relevant information about expected future changes in natural hazards.

SECTION 4. 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 26th day of January, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Resilient Cocoa

COCOA
FLORIDA

STORM SURGE | FLOODING | SEA LEVEL RISE | SEA LEVEL RISE + SURGE

AUGUST 2020

This report was prepared by the East Central Florida Regional Planning Council for the City of Cocoa, the Florida Department of Environmental Protection, and the National Oceanic and Atmospheric Administration.

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Acknowledgements

East Central Florida Regional Planning Council

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City of Cocoa

Matthew Fuhrer Interim City Manager

Charlene Neuterman Deputy Community Services Director

Jonathan Lamm Deputy Chief Operations

REMI

Fred Treyz President and CEO

Jeff Dykes Economic/R&D Associate

Billy Leung Senior Vice President

Chris Judson Managing Economic Associate

Other

John Titkanich

Samia Singleton

EXECUTIVE SUMMARY

The overarching goal of the Resilient Cocoa plan is to strengthen the City's capacity to withstand and recover quickly from natural hazard events such as flooding, sea level rise, storm surge, and nuisance flooding. From January through June 2019, the ECFRPC worked with City officials to complete the following milestones:

- **Vulnerability Analysis**: Identified the City's exposure to effects from storm surge, flooding, sea level rise and nuisance flooding.
- **Public Engagement:** Gathered input from Cocoa residents and business owners through workshops and surveys to identify their priority areas.
- **Economic Impact Analysis:** Used the REMI PI+ model to estimate the economic costs of not addressing flooding versus mitigating this weakness through the adoption of different infrastructure projects.
- **Strategy and Policy Development:** Developed an Action Plan based on the findings from the vulnerability analysis, public input, economic analysis and national best practices. This part also included the formulation of comprehensive plan policies for compliance with SB 1094 (Peril of Flood).

The Resilient Cocoa Project found that three parts of the City are the most vulnerable to natural hazards and flooding: High Point, Dixon/Indian River Drive, and Cocoa Village. The report provides a detailed assessment of the impacts that these hazards will have on the City's transportation network, critical facilities, land development patterns, and tax revenues. All of these vary greatly depending on the type of vulnerability discussed.

The ECFRPC used various ways to gather public input for this project. The City of Cocoa hosted a public workshop on February 12, 2019 to discuss the vulnerabilities, focus areas, and strategies needed to create a more resilient city. This information was used to develop an online survey which ran from March 20 to April 18. The objective of the survey was to gather public input about the areas that City officials need to prioritize to make Cocoa more resilient to natural disasters and sea level rise. A total of 152 participants completed the survey. The majority of respondents want government officials to focus their efforts on addressing inadequate infrastructure, hurricane and storm, and flooding issues within the City. Additionally, a second public workshop took place on May 21, 2019 to gather further input. The project team also worked on specific outreach efforts that targeted the local business community. This included hosting a business resiliency workshop on March 26, 2019. In addition to this event, the City's Economic Development Specialist met with individual businesses to help them fill out a business resiliency questionnaire.

Because flooding is one of Cocoa's major concerns, the ECFRPC used the REMI PI+ model to estimate the economic impact that strong precipitation events could have on two of the City's businesses corridors. Each economic impact analysis is comprised of two scenarios. The "do nothing" simulation estimates the economic impact of not addressing the flooding events caused by intense precipitation. The second scenario estimates the economic impact of incorporating green/grey infrastructure projects to ameliorate the City's flooding problems.

The ECFRPC used the information gathered from these previous tasks to develop a Resiliency Action Plan for the City of Cocoa. The plan includes a series of tasks focused around four main areas: Leadership and Strategy, Economic and Society, Infrastructure and Environment, and Health and Well Being. It also includes the appropriate City Department that will lead the task, its priority level, and recommended start year.

ABOUT THE ECFRPC

The ECFRPC was established in 1962 as an area-wide association of local governments. It is one of Florida's ten regional planning councils and serves governments and organizations located within Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter and Volusia counties. Council staff provides technical assistance in the areas of land use and environmental planning, emergency preparedness, geographic information systems (GIS), health, housing, urban design, transportation and economic and fiscal analysis among others. Because of the ECFRPC, member governments have received more than $10.6 million in federal grants since 2011. This represents a return on investment of $2.53 for every dollar paid in assessments

On September 19, 2018, the ECFRPC unanimously adopted a resolution to develop a process and framework for a regional resilience collaborative in east central Florida. The purpose of the Collaborative is to help build capacity and establish a shared mission and goals uniting knowledge, lessons learned, and future endeavors.

This report was partly funded through a grant agreement from the Florida Department of Environmental Protection's Florida Coastal Management Program (DEP Agreement Number CM743) by a grant from the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA16NOS4190120. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their sub-agencies.

Senate Bill 1094 (2015):
Requires coastal jurisdictions to add a '*Peril of Flood*' component within the Coastal Element of their Comprehensive Plans.

House Bill 7207 (2011):
Creates the "Adaptation Action Area" (AAA) optional designation for *"areas that experience coastal flooding and are vulnerable to the related impacts of rising sea levels for the purpose of prioritizing funding for infrastructure needs and adaptation planning "*.

east central florida
REGIONAL RESILIENCY ACTION PLAN

INTRODUCTION

Florida's coastal communities are currently experiencing more frequent flooding and storm surge events that are affecting their critical infrastructure, local economies, and the health and welfare of their residents. This has been recognized by the Florida Legislature, which recently passed *Peril of Flood* legislation to require the development of strategies that address sea level rise and flood hazards. Moreover, federal agencies such as the Federal Highway Administration, the U.S. Department of Housing and Urban Development, and the Federal Emergency Management Administration are now tying their funding programs to the long term environmental effects caused by sea level rise and flooding.

In order to address the effects of these naturally-occurring hazards, Florida's coastal communities must assess, plan and implement strategies to increase their resilience. To this effect, the ECFRPC collaborated with over 50 Brevard and Volusia County stakeholders to develop the East Central Florida Regional Resiliency Action Plan (RRAP). The RRAP identifies opportunities and gaps in planning for resilience and discusses local actions that could be implemented over a five-year timeframe to address climate-related vulnerabilities. Following the completion of the RRAP process, the ECFRPC started working with local coastal governments to address resiliency issues.

In 2018, the Florida Department of Environmental Protection's Florida Coastal Management Program (FCMP) and the National Oceanic and Atmospheric Administration (NOAA) awarded the City of Cocoa a grant to develop a community resilience plan. The Resilient Cocoa document contains several strategies to increase the City's resiliency to natural climate-related hazards based on the findings of a vulnerability analysis, several public engagement activities, and two economic impact simulation exercises.

Resilient Cocoa Project

Developed over a six month period, the Resilient Cocoa project addresses resiliency issues in a holistic way by identifying the City's vulnerabilities using ArcGIS and NOAA data, receiving input from the public and business community, and conducting several economic impact analysis simulations. The projects main activities are described in more detail below.

Vulnerability Analysis:
The ECFRPC identified the vulnerabilities posed to the City from four natural hazards: storm surge, flooding, sea level rise, and coastal shallow flooding. This analysis was based on data from NOAA, the University of Florida's GEO Plan Center, and the Brevard County Property Appraiser, among others.

Public Engagement:
Cocoa citizens and business owners provided their input by participating at several public workshops and completing an online MetroQuest survey. In addition to these activities, the City's Economic Development Specialist met individually with several business owners to help them complete a business resiliency questionnaire.

Economic Impact Analysis:
The ECFRPC used the REMI PI+ model to estimate the economic impact of urban flooding based on business sales losses on two of the City's economic corridors. Each exercise is comprised of two different simulations: a "do nothing" scenario and a mitigation scenario.

Strategy and Policy Development:
Based on the findings from the previous analyses and best practices, the ECFRPC developed an Action Plan that contains strategies to address resiliency issues within the City of Cocoa. This process included the formulation of comprehensive plan policies for compliance with SB 1094 (Peril of Flood) legislation. The Data and maps developed as part of this study will be incorporated into the City of Cocoa's Coastal Element in order to fulfill the state's requirement.

About Cocoa

Located on Florida's east coast, the City of Cocoa totals over 15 square miles and is bounded by Cidco Road to the north, Rosa L. Jones Drive to the south, the intersection of State Road 524 and State Road 520 to the west, and the Indian River Lagoon to the east. US-1 extends in a North-South direction through the City and the Martin Andersen Beachline Expressway and Hubert Humphrey Bridge connects the mainland with the barrier islands. Three miles west of City limits, Interstate 95 provides an important connection to north and south Florida. Cocoa is also located in close proximity to NASA's Kennedy Space Center, Patrick Air Force Base, and the Cape Canaveral Air Station.

The City is home to just over 1,000 businesses encompassing a variety of industries including real estate and leasing services, retail trade, accommodation and food services, and manufacturing, among others. Based on ECFRPC research, the City of Cocoa is an important employment center for nearby communities such as Port St. John and the City of Rockledge. Most of the City's jobs are concentrated in seven business corridors: Grissom Industrial Park, State Road 524-Cox Road, Dixon-Clearlake, West King Street, North Cocoa Boulevard (1), and North Cocoa Boulevard (2), and Downtown -Cocoa Village.

Cocoa is home to several historical assets including the Playhouse Theater, the Porcher House, the Moore Center, and the Florida Historical Society. The Playhouse is Cocoa's oldest theater. Opening it's doors to the public in 1924, the theater played silent movies but later showed Brevard's first "talkie" movie. Known as the "Broadway on Brevard", over 55,000 patrons view theater productions here each year. The Porcher house is quintessential 20th century revival architecture. Sitting adjacent to Cocoa Riverfront Park, it was originally built in 1916 by Edward Porcher. The home was later purchased by the City to become City Hall and is now open to the public with rooms to rent for weddings and other special occasions. The Florida Historical Society is dedicated to preserving Florida's past through the collection and archival maintenance of historical documents and photographs, as well as publishing scholarly research on Florida history.





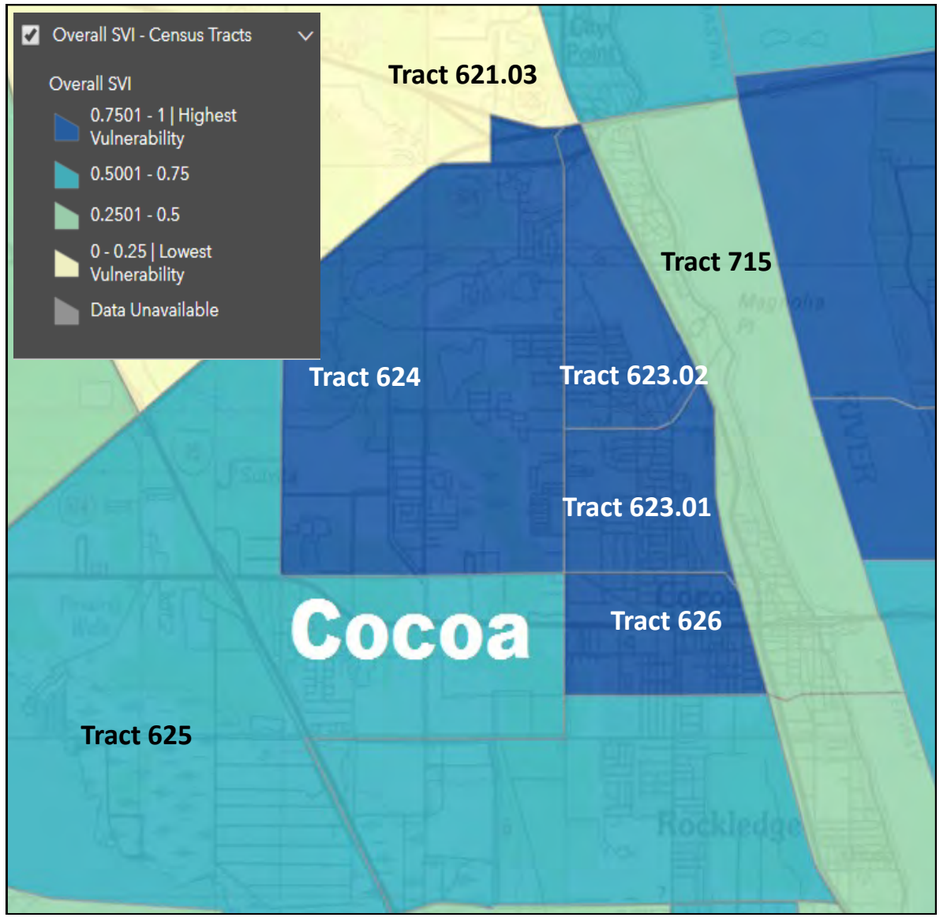


City Demographics and Vulnerable Populations

Understanding demographic and socioeconomic variables is important to help the City become more resilient to future natural hazards. Cocoa is currently home to 19,286 residents and 6,799 households (ACS 2013-2017). The average age of City residents is 38 years old, with about 30% of the population being 55 years or older (US Census Bureau). The average household income in Cocoa is $32,685, and 26.3% of the population lives below the poverty line. These numbers contrast greatly with those of Brevard County, which has a much higher median income and a lower poverty rate.

The Center for Disease Control developed the Social Vulnerability Index (SVI) to identify communities that may need support in preparing for hazards and recover from disasters. The SVI score aggregates 15 census-derived factors into four themes that summarize the extent in which an area is socially vulnerable to a disaster. These themes are *Socioeconomic Status*, *Household Composition, Race/Ethnicity/Language, and Housing/Transportation.* The SVI score scale ranges from zero (least vulnerable) to one (most vulnerable). According to the SVI, the approximate overall score for the City if Cocoa is .7077. Census Tract 621.03 is the City's least vulnerable area (SVI 0.16). The southern part of the City contains four highly vulnerable Census Tracts with scores ranging from 0.8718 (CT 624) to 0.9983 (CT 626).

According to the University of Florida's Shimberg Center for Housing Studies, more than 31% of the City's renters are severely cost burdened. This means that they spend 50% or more of their incomes on housing. These households are more vulnerable to natural disasters and will need more assistance during emergency preparedness and recovery efforts.



Vulnerable Populations	City of Cocoa		Brevard County	
	Total	%Total	Total	%Total
Families Below Poverty Level	918	21.7	13,670	9.4
People Below Poverty Level	4,669	26.3	75,104	13.2
Population Age 65 and Over	2,949	16.6	129,240	22.7
Individuals Who Speak English Less Than Very Well	973	5.5	18,527	3.3
Total Persons Unemployed	820	10.4	19,763	7.6
Occupied Households with No Vehicle	887	13	12,725	5.6

Source: American Community Survey (ACS) 2013-2017

VULNERABILITY ASSESSMENT

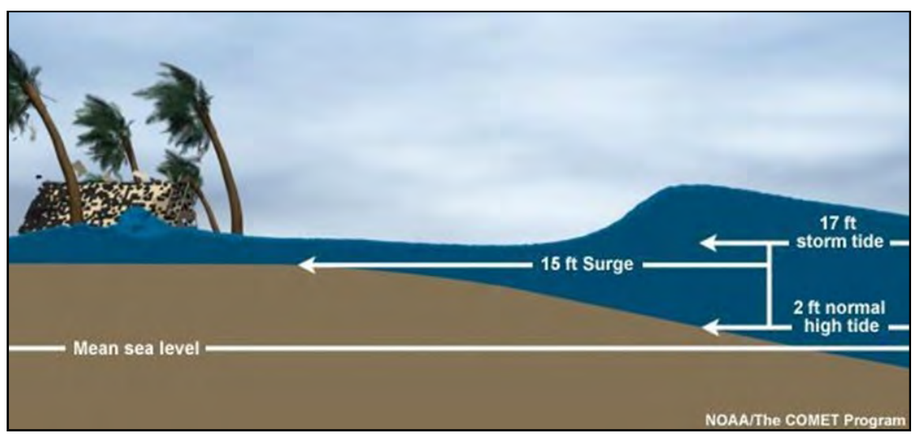
The vulnerabilities assessed in this analysis are: shallow coastal flooding, storm surge, sea level rise, and FEMA flood areas. A model developed for Brevard County by the Tampa Bay Regional Planning Council also allowed the ECFRPC to assess the combined effects of storm surge and sea level rise.

Shallow Coastal Flooding

Shallow coastal flooding or nuisance flooding includes low-lying coastal areas susceptible to flooding during extreme high tides. According to NOAA, extreme high tides occur a few times per year because of the alignment of the sun, moon, and earth. Flood levels can also increase due to rainfall or wind during storm events. Since the 1960's, high tide flooding occurrences have increased 5- to 10-fold in several U.S. coastal cities.

Storm Surge

Storm surge is the rise of water past the normal tide level because hurricane or tropical storm winds push water farther up shore. The destructive force of storm surge can damage underground utilities and water mains, disable electrical equipment, erode seawalls and revetment systems, and destroy roadways, sidewalks, homes, and businesses.



Storm Surge

Shallow Coastal Flooding

Nuisance flooding areas flood frequently during higher than average tide events.



Storm Surge

Storm surge occurs in coastal areas when hurricanes and tropical storms raise water levels in coastal areas and pushed water on shore.



Sea Level Rise

Considered a long-term hazard, sea level rise is occurring at an alarming pace along Florida's east coast.



Surge + Sea Level Rise

Referred to as the "Combined Hazard Zone", this hazard includes the long-term effects of surge plus sea level rise.



Flood Zone Areas

The 100-year flood zone depicts areas that have a 1% annual chance of flooding. The 500-year flood zone area has a 0.2% annual chance of flooding.



Sea Level Rise

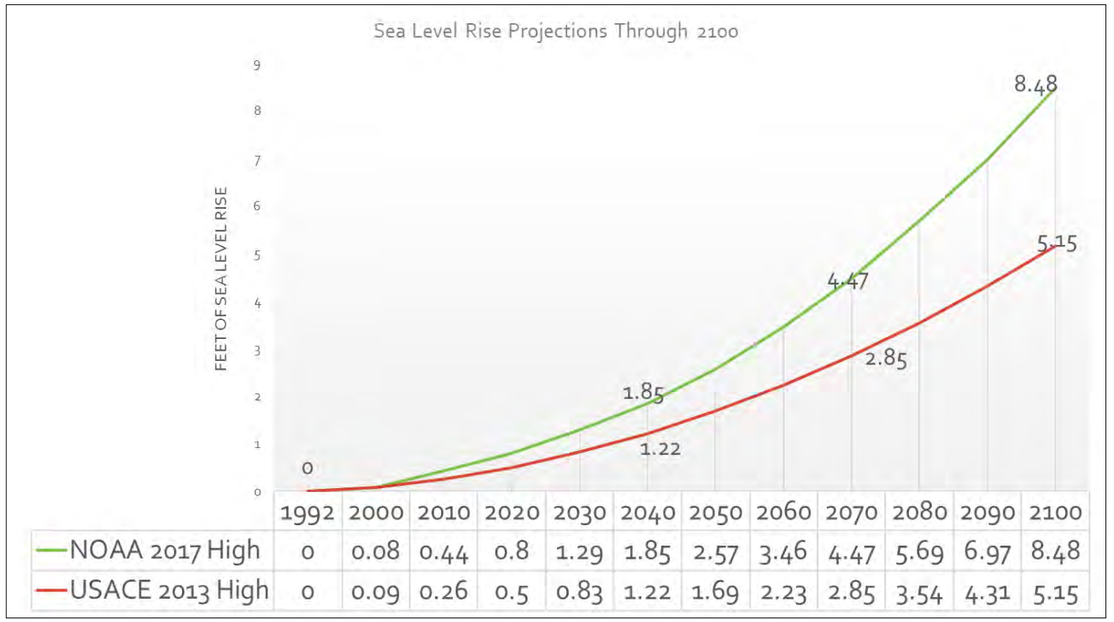
Sea level rise is the steady and continuous increase of water elevation along the coast. This analysis used two sea level rise projection curves: NOAA High 2017 and United States Army Corps of Engineers (USACE) High 2013**.** The figure on the right is from the East Central Florida Resiliency Action Plan (RRAP). It represents the recommended regional approach to sea level rise planning for east central Florida based on regional sea level rise projections derived from the Daytona Beach Shores Tidal Gauge.

The table below depicts the 2100 sea level rise "exceedance probabilities" linked to the various pollution emissions scenarios by Representative Concentration Pathway (RCP). According to NOAA, "each RCP represents possible underlying (though implicit) socioeconomic conditions and technological considerations, including a low-end member (RCP2.6) requiring strong mitigation (negative emissions in the last decades of the 21st century), a moderate mitigation member (RCP4.5) stabilizing emissions through 2050 and declining thereafter, and a high-end, fossil-fuel-intensive, 'business-as-usual' emission scenario (RCP8.5)"(2017).

According to the NOAA report, new ice-sheet modeling results, if sustained, may increase the probability of the Intermediate-High, High, and Extreme scenarios, particularly for RCP8.5 projections.

Sea Level Rise Exceedance Probabilities

GMSL rise Scenario	RCP2.6	RCP4.5	RCP8.5
Low (0.3 m)	94%	98%	100%
Intermediate-Low (0.5 m)	49%	73%	96%
Intermediate (1.0 m)	2%	3%	17%
Intermediate-High (1.5 m)	0.4%	0.5%	1.3%
High (2.0 m)	0.1%	0.1%	0.3%
Extreme (2.5 m)	0.05%	0.05%	0.1%



	1992	2000	2010	2020	2030	2040	2050	2060	2070	2080	2090	2100
NOAA 2017 High	0	0.08	0.44	0.8	1.29	1.85	2.57	3.46	4.47	5.69	6.97	8.48
USACE 2013 High	0	0.09	0.26	0.5	0.83	1.22	1.69	2.23	2.85	3.54	4.31	5.15


NOAA Technical Report NOS CO-OPS 083

GLOBAL AND REGIONAL SEA LEVEL RISE SCENARIOS FOR THE UNITED STATES

Photo: Ocean City, Maryland

Silver Spring, Maryland
January 2017

noaa National Oceanic and Atmospheric Administration

U.S. DEPARTMENT OF COMMERCE
National Ocean Service
Center for Operational Oceanographic Products and Services

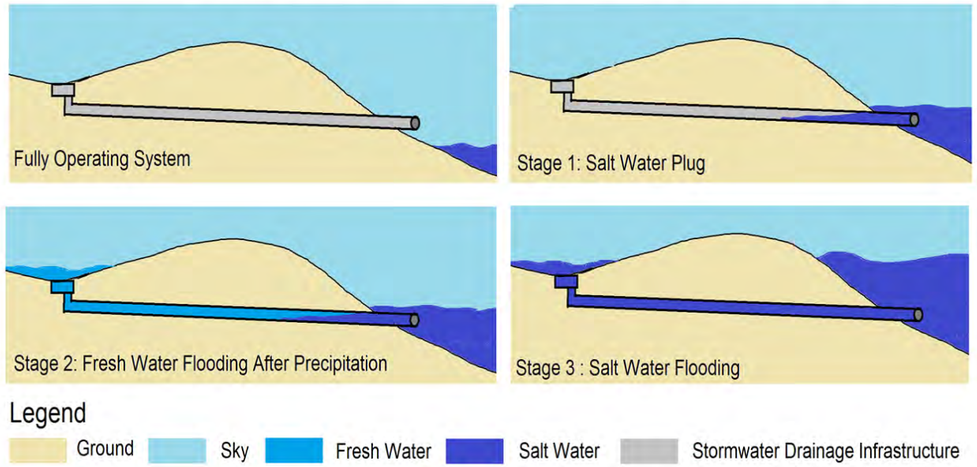
The maps located on the following page depict the potential areas of impact based upon the NOAA projection rate curve for the 2040, 2070, and 2100 planning horizons. While the maps show areas that could be inundated during Mean Higher High Water (MHHW), sea level rise impacts occur years prior to complete inundation through increased erosion and failure of the stormwater systems. As water slowly creeps into outfalls, stormwater systems can back up during strong precipitation events. This causes potential flooding further inland from storm drains as illustrated in the figure to the right.

Storm Surge and Sea Level Rise

It is important to understand how the combination of sea level rise and Category 3 storm surge can affect coastal areas during tropical storms. Sea level rise in the near term is not dramatic when viewed on its own. However, rising sea levels will exacerbate the inland impacts of wave run-up and storm surge during storms. This will increase the amount of land and number of properties affected by severe weather events.

FEMA Designated Flood Areas

The ECFRPC used the FEMA Digital Flood Insurance Rate Maps (DFRIM) from 2014 to identify assets located in the 100- and 500-year flood zones. DFIRMS data indicates flood risk information derived from Flood Insurance Studies (FISs). According to FEMA, flood risk can change over time based on development patterns and environmental and watershed conditions. FEMA is currently conducting a RiskMAP Coastal Restudy for Brevard County which includes revised DFRIMS. As of the time of this analysis, the study and revised DFIRMs have not yet been adopted (December 2018). It is recommended that after the DFIRMs are adopted, the new analysis should include areas added to the flood zones. It should also be noted that areas outside designated flood zones may also be susceptible to flooding. Localized flooding may be caused by changes in development and stormwater regulations, failing infrastructure, and other factors.



Major Findings

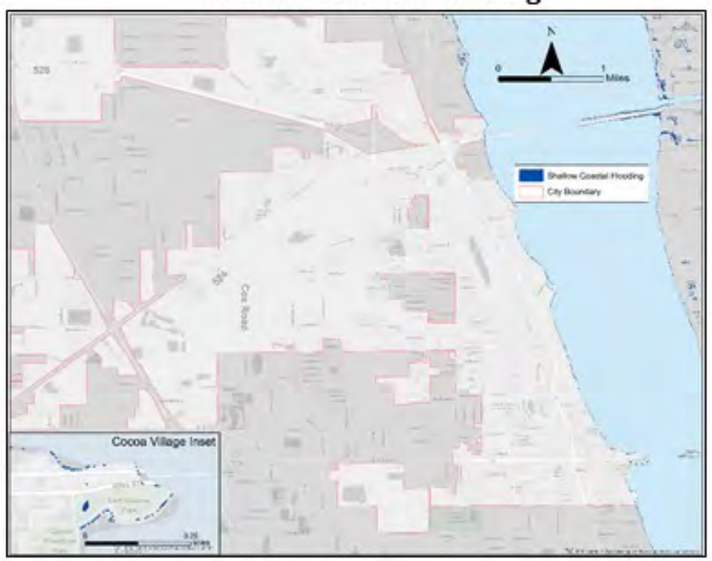
The findings section details the vulnerabilities of the City's transportation network, critical facilities, impacted land uses, and financial values for at-risk properties. The City of Cocoa will be mostly affected by sea level rise, storm surge, and flood zones. Based on this analysis, shallow coast flooding should not be a big concern for the City of Cocoa. Moreover, this analysis found that the storm surge and sea level rise combination will impact the same areas affected by regular storm surge and sea level rise.

Three of the City's neighborhood areas are the most vulnerable. **High Point** is a residential area located on the northeast corner of the city. **Dixon/Indian River Drive** sits in the center of Cocoa's vertical coastline and extends into the IRL. It is comprised of a mix of residential, commercial and vacant land. Finally, the third focus area is **Cocoa Village** which is the City's economic and social hub.

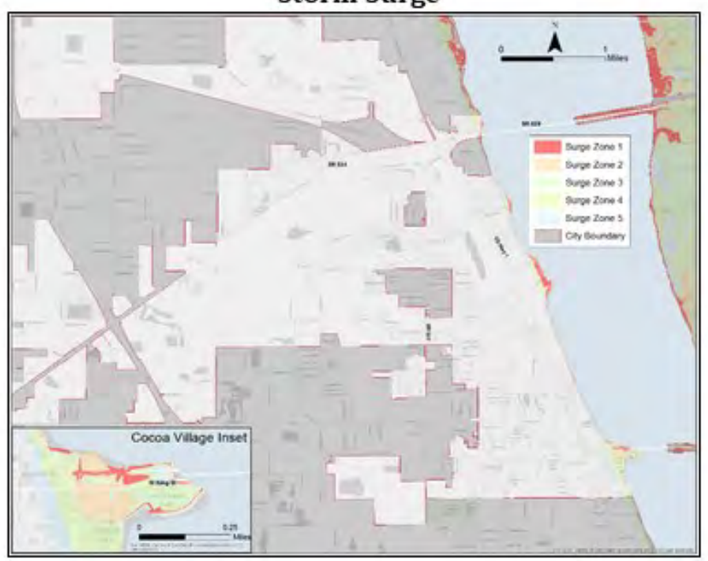
Larger versions of the vulnerability maps can be found in the Map Appendix at the end of this document.

City of Cocoa Vulnerability Maps

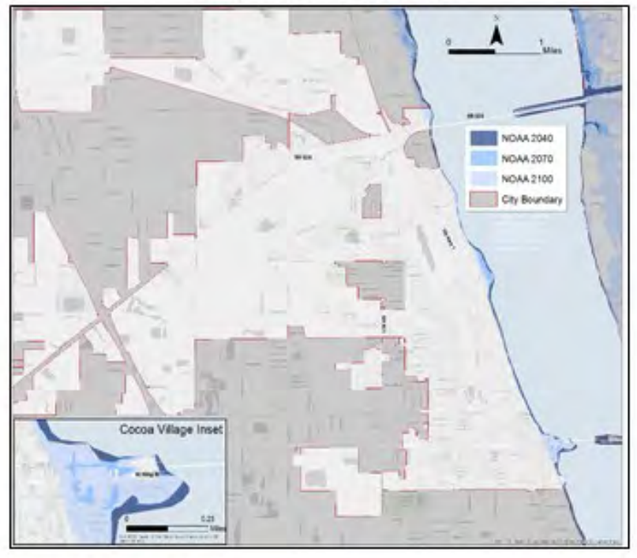
Shallow Coastal Flooding



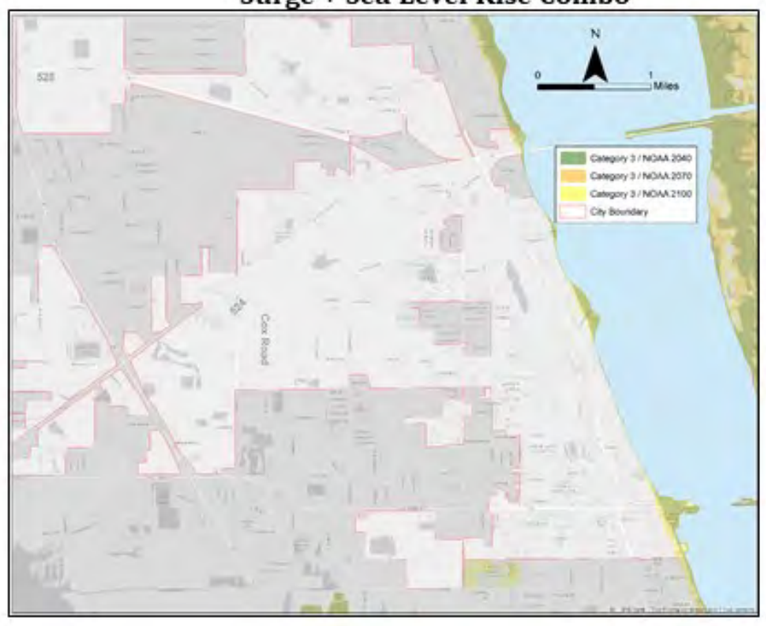
Storm Surge



NOAA Sea Level Rise



Surge + Sea Level Rise Combo



FEMA Flood Zone



Transportation

Roadways and rail-lines, especially those found along coastal waters, are constantly enduring hazards that degrade their integrity. Flooding, storm surge, and erosion can disable and destroy vital transportation infrastructure. Important facilities and evacuation routes can become inaccessible, choking economic vitality and bottlenecking the city's traffic flow. Impacts should not only just be considered to the roadway itself, but also to the utilities infrastructure located along the right of way. The table below summarizes the impacts to Cocoa's road network for each hazard. The road classifications are based on the Florida Department of Transportation (FDOT) standards.

Local roads, a responsibility of the City, will suffer the greatest amount of inundation from sea level rise near the horizon years of 2070 and 2100. They are also the most impacted type of roadway within the 100-Year Flood Zone. Inundation, whether periodic, short term, or long term could severely impact daily traffic patterns, accessibility, emergency response times and evacuation efforts.



Source: Florida Today

Road Segments Affected by Vulnerability

Roadway Classification	Storm Surge (CHHA)	NOAA SLR 2040	NOAA SLR 2070	NOAA SLR 2100	USACE SLR 2040	USACE SLR 2070	USACE SLR 2100	100 Year Flood Zone	Combined CHHZ
Principal Arterial (Expressway - Rural & Urban)	1.26	0.34	0	0.34	0	0	0	0.4	2.21
Principal Arterial (Other - Rural & Urban)	1.89	0.59	0.14	0.4	0	0	0.28	0.7	6.54
Minor Arterial (Rural & Urban)	0	0	0	0	0	0	0	0.6	0
Major Collector (Rural & Urban)	0	0	0	0	0	0	0	0.27	0
Local - Major Roads	0	0	0.07	1.8	0	0.03	1.04	1.1	6.59
Local - Minor Roads	0	0	0.06	0.89	0	0	0.45	2.55	4.3

All measurements are in miles

Storm Surge

The table below depicts the miles of roadway affected by the different storm surge zone categories. Based on this analysis, the most vulnerable roads to storm surge flooding are County Road 515/Indian River Drive, Willard Street/State Road 520, and State Road A1A/State Road 528. According to FDOT standards, all of these roads are classified as major thoroughfares. It is important to note that the total miles of roadway do not always indicate a continuous stretch of impact, but could represent smaller segments across the corridor.

Road Segments Affected by Storm Surge Category

Road Name	Storm Surge Categories				
	1	2	3	4	5
Willard Street/State Road 520 Principal Arterial - Other	0.12	0.30	0.49	0.75	1.07
State Road A1A/ State Road 528 Principal Arterial -Freeway & Expressway	<0.1	0.13	0.38	0.78	1.26
King Street/State Road 520 E Principal Arterial - Other	0	0.11	0.27	0.51	0.83
County Road 515/Indian River Drive (Local - Major Road)	0.5	1.24	2.14	3.74	5
Brevard Avenue (Local - Major Road)	0	0	<0.1	<0.1	0.28
Riverside Drive (Local - Major Road)	0	0	<0.1	1.2	1.5
Church Street (Local - Major Road)	0	0	0	<0.1	0.07
Total	0.67	1.78	3.39	7.07	10.01

All measurements are in miles







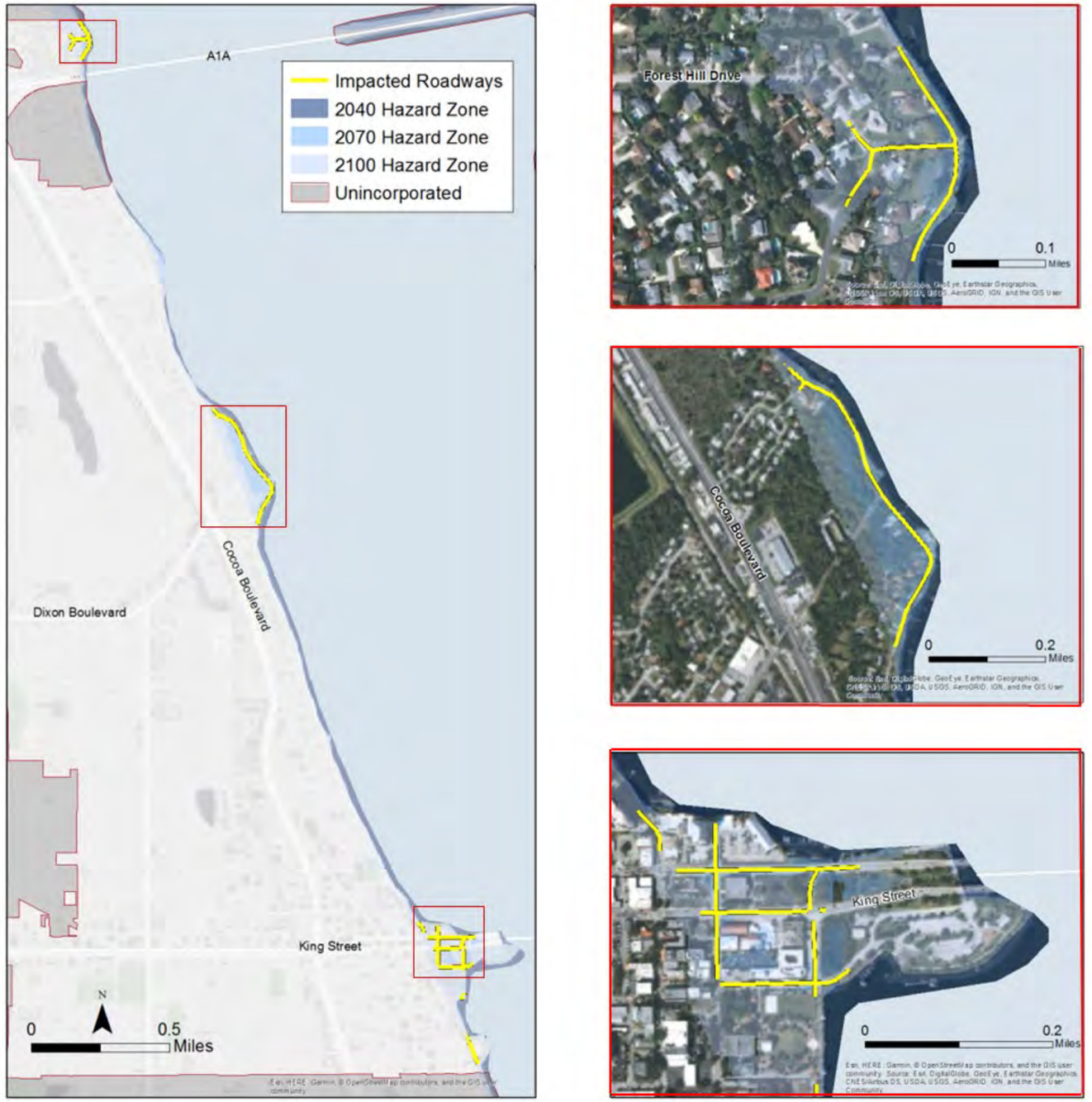


Sea Level Rise

The table below depicts the roads that will be impacted by sea level rise. Again, the most affected roads will be the same ones affected by storm surge. Note that the total miles of roadway do not indicate a continuous stretch of impact but could represent smaller segments across the corridor.

Roads Affected by Sea Level Rise

Road Name	USACE High Projection			NOAA High Projection		
	2040	2070	2100	2040	2070	2100
County Road 515	0	<0.1	0.92	0	0.63	1.41
Brevard Avenue	0	0	<0.1	0	0	<0.1
Riverside Drive	0	0	0.11	0	0	0.29
Willard Street	0	0	0.17	0.29	0.42	0.64
King Street	0	0	0.11	0.29	0.31	0.5
State Road A1A	0	1	2	0.35	0.36	0.7
Church Street	0	0	0	0	0	<0.1



Images representative of the NOAA 2017 High Projection Rate Curve.

FEMA Designated Flood Zones

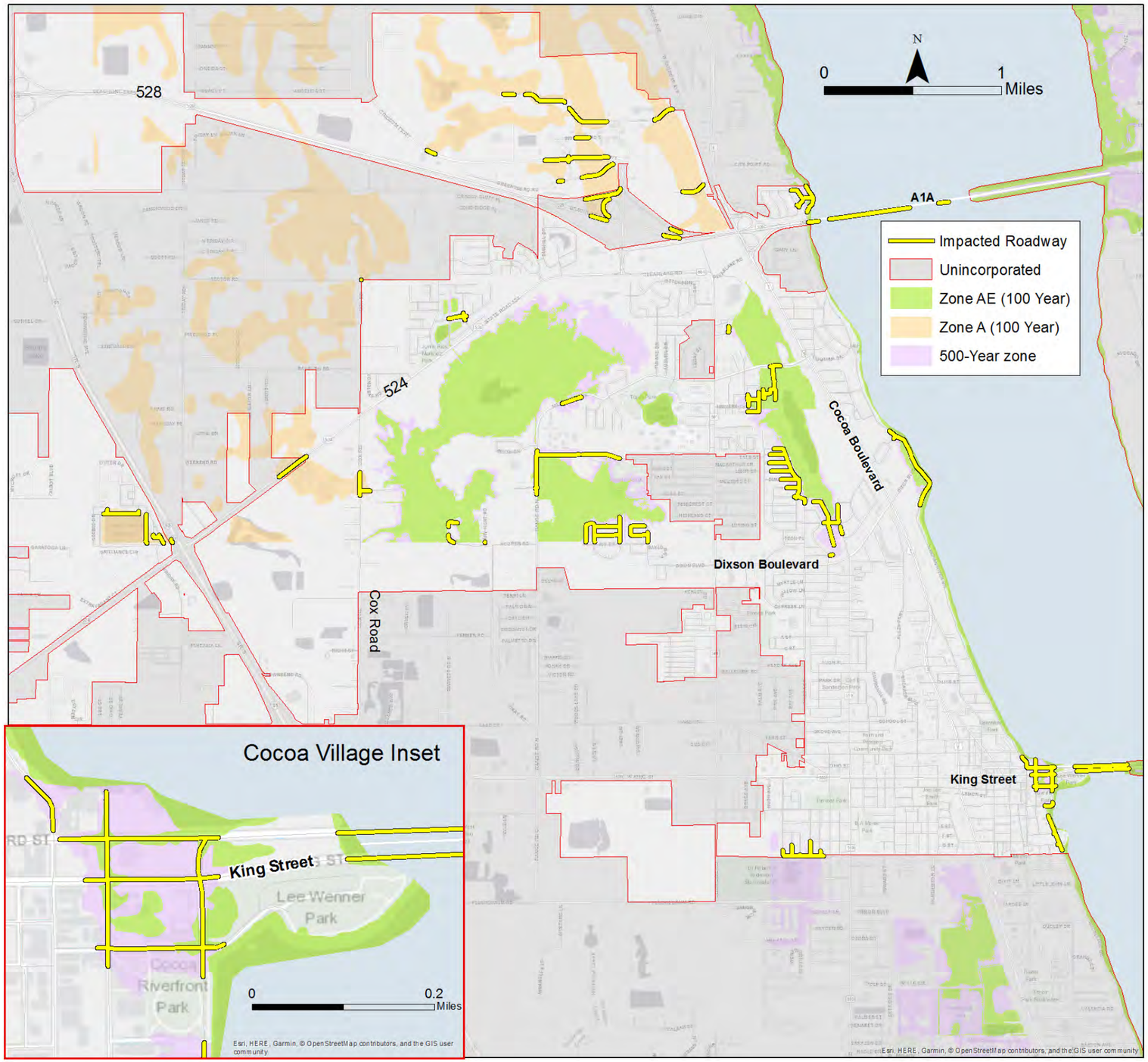
This map displays roadways within FEMA designated flood zones. Compared to the previous hazards, more roadways could be affected by flooding because of the widespread nature of the inundation.

The table below shows the mileage of major roadways located within these zones. Note that the total miles of roadway do not indicate a continuous stretch of impact but could represent smaller segments across the corridor.

Road Segments by Flood Zones

Road Name	100-Year Flood Zones A, AE, AH, AO, VE	500-Year Flood Zone
Range Road (Major Collector)	0.15	0.42
Cox Road (Major Collector)	0.12	0.13
State Road 528 (*Principal Arterial)*	0.18	0.18
State Road A1A (Principal Arterial)	0.22	0.57
King Street (Principal Arterial)	0.31	0.42
Willard Street (Principal Arterial)	0.42	0.45
Michigan Avenue (Major Collector)	0	0.12
County Road 515 (Local - Major Road)	0.7	1.07

All measurements are in miles



Land Use

This analysis examines which types of parcels would be impacted by the different hazards according to their Future Land Use (FLU) designations. The ECFRPC classified vulnerable properties into eight FLU designations: Commercial, Low/Medium/High Density Residential, Industrial, Conservation, Mixed Use, and Recreation/Open Space.

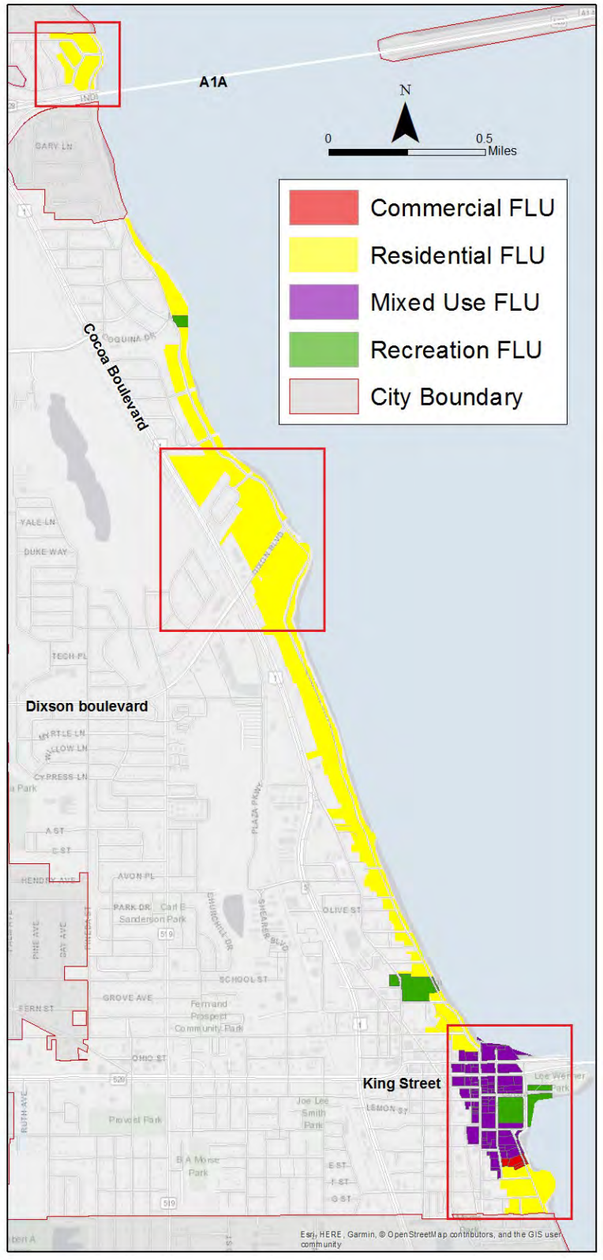
Storm Surge

Storm surge is expected to breach up to approximately 0.25 miles inland, depending on the category of storm. Upwards of 147 acres of residential property will be impacted by a category 5 storm surge. All 31.7 acres of exposed Mixed Use areas are located in Cocoa Village, as well as the surrounding Recreation/Open Space areas. High Point and Dixon/Indian River Drive will see several of its residential parcels impacted.

Amount of Acres Affected by Storm Surge by Land Use Category

Storm Surge Zone	Commercial	Low Density Residential	Med. Density Residential	High Density Residential	Mixed Use	Recreation/ Open Space
Category 1	1.0	92.8	1.5	14.9	11.2	11.3
Category 2	1.0	104.8	1.5	15.2	16.2	11.3
Category 3	1.0	107.2	3.3	15.6	17.8	11.3
Category 4	1.4	115.4	4.6	15.9	23.2	11.3
Category 5	1.4	119.7	8.5	19.1	31.7	15.9

Measured in acres









Sea Level Rise

The projected impacts of sea level rise vary depending on the curve, data source, and time horizon analyzed. This section highlights the NOAA "High Curve" to show the maximum modeled inundation level.

The three focus areas, High Point, Dixon/Indian River Drive, and Cocoa Village are the most vulnerable to sea level rise. Cocoa's shoreline is largely Residential FLU designation and could see more than 136 acres impacted by sea level rise inundation by 2100. In the Cocoa Village area, rising sea levels will affect more than 35 acres. These properties have Mixed Use and Recreation/Open Space FLU designations.

Amount of Acres Affected by Sea Level Rise by Land Use Category

Flood Zone	Commercial	Low Density Residential	Medium Density Residential	High Density Residential	Mixed Use	Recreation/ Open Space
2040 *USACE Curve*	0	0	0	0	0	0
2070 *USACE Curve*	0	3.6	0	0	0	2.0
2100 *USACE Curve*	0.2	67.9	3.7	7.9	16.6	11.4
2040 *NOAA Curve*	1.2	83.6	1.5	17.7	10.7	17.1
2070 *NOAA Curve*	1.2	93.6	1.5	17.7	15.4	17.1
2100 *NOAA Curve*	1.2	114.8	3.7	17.7	20.8	17.1

Measured in acres









FEMA Designated Flood Zones

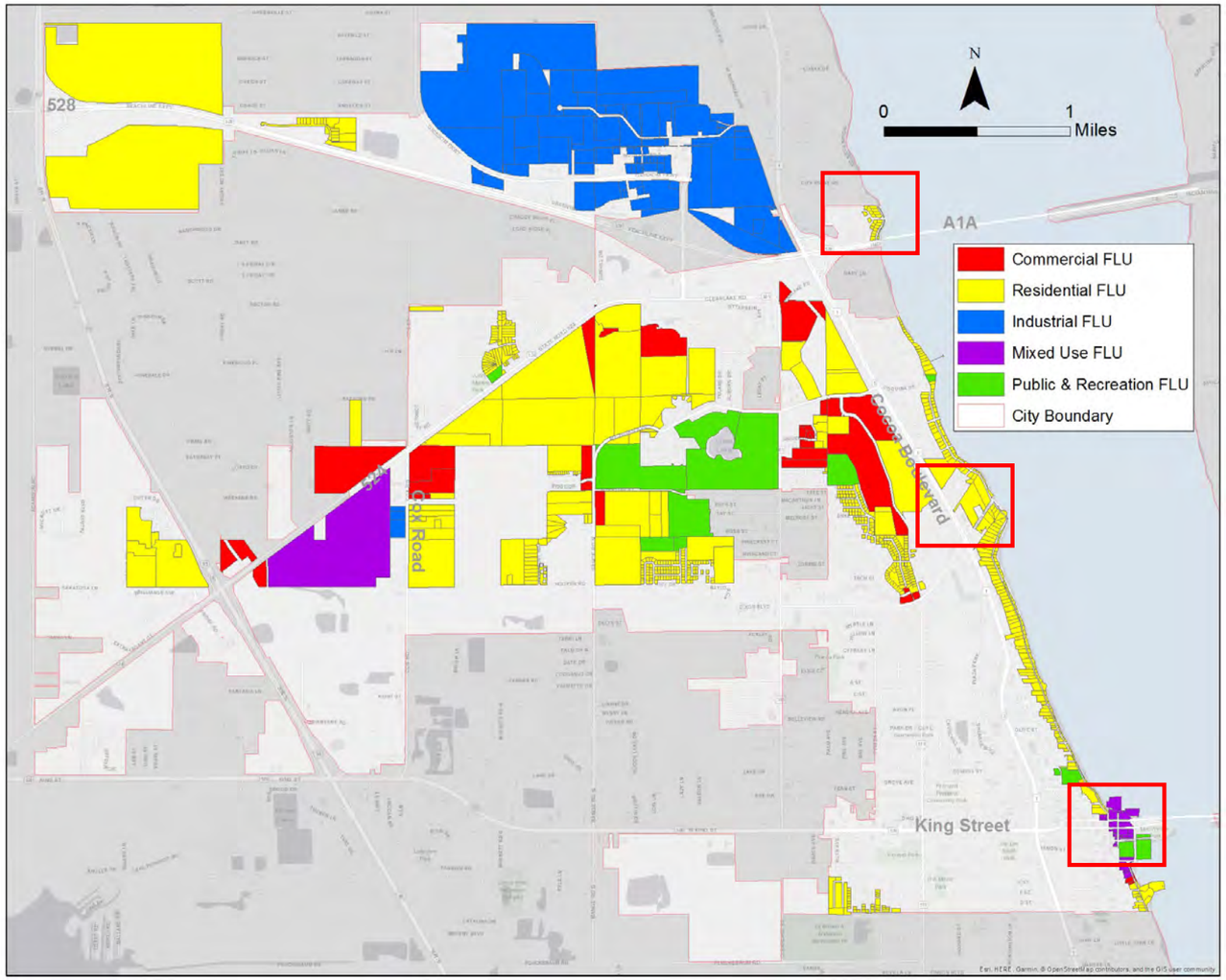
The City of Cocoa has approximately 3,311 acres of land located within FEMA's 100-Year (Zone A, Zone AE) and 500-Year flood plains. This includes over 1,500 acres of residential and nearly 800 acres of industrial land. The table below shows the breakdown by FLU designation.

New development within the floodplains should be elevated above the base flood elevation (BFE) based on building codes and state law. However, it should be noted that as sea level rises, so will the BFE of these flood zones.

Amount of Acres Located within Flood Zones by Land Use Category

Flood Zone	Commercial	Conservation	Low Density Residential	Medium Density Residential	High Density Residential	Industrial	Mixed Use	Recreation/ Open Space
Zone A *(100 Year)*	69.3	0	494.4	76.3	0	783.1	158.7	0
Zone AE *(100 Year)*	181.9	226.8	626.1	256.2	17.7	0	15.3	245.3
500 Year *(Includes 100 Year)*	294	226.8	1227.7	340.3	17.7	783.1	176.9	245.3

Measured in acres



High Point



Dixon/Indian River Drive



Cocoa Village

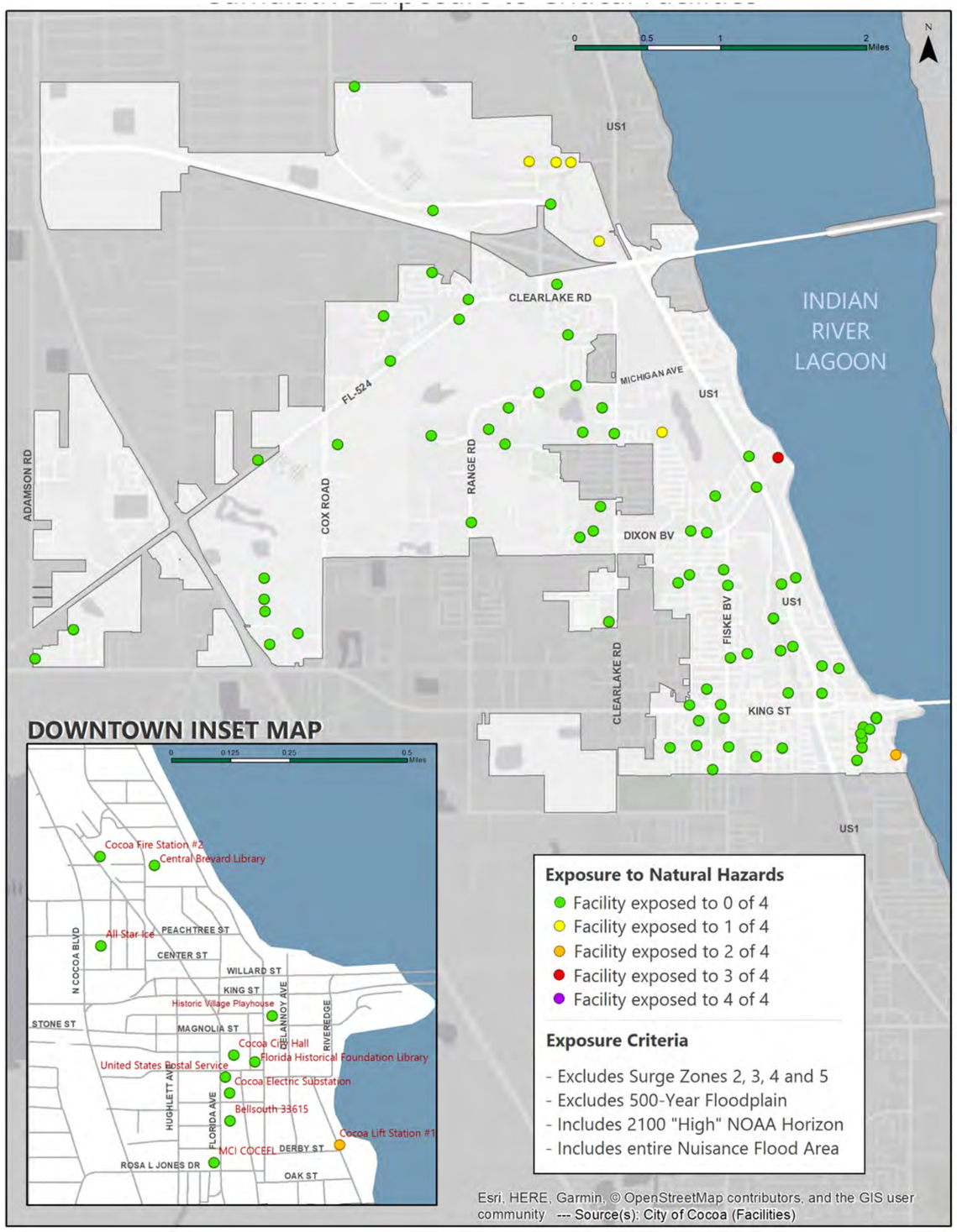


Critical Facilities

The critical facilities analysis details the risk posed to infrastructure critical to the life, safety, health and continuity of city-wide operations following storm events. Eleven critical facilities are exposed to at least one hazard in Cocoa. All listed facilities are located in a flood zone. Three lift stations risk exposure to natural threats, with two stations impacted by storm surge, sea level rise, and shallow coastal flooding. Facilities that are located in shallow coastal flooding areas should be assessed further by the City as they would potentially be the most vulnerable to flooding in the future. Cambridge Elementary School acts as a shelter in emergency situations and could face inundation because of its location within the Zone AE flood zone. While this analysis was based on exposure of the building footprint to each vulnerability, as noted previously in the report, access to these facilities should also be considered.

Facility	Facility Type	Storm Surge Zone	ACOE SLR Horizon	NOAA SLR Horizon	Flood Zone	Shallow Coastal Flood Area
ATM Recycling	Waste Facility	None	None	None	Zone A	No
Beyel Brothers Inc.	Waste Facility	None	None	None	Zone A	No
Cambridge Elementary School	School (Shelter)	None	None	None	Zone AE	No
Central Brevard Library	Government	None	None	None	None	No
City Point Electric Substation	Utility	None	None	None	Zone A	No
Cocoa Lift Station #1	Utility	Category 4	2100	2100	500 Year	No
Cocoa Lift Station #24	Utility	None	None	None	500 Year	No
Cocoa Lift Station #45	Utility	Category 2	2100	2070	Zone AE	No
Eastern Florida State College	School	None	None	None	500 Year	No
Goodson Paving	HazMat Facility	None	None	None	Zone A	No
Vernita Jones Family Day Care	Day Care	None	None	None	500 Year	No

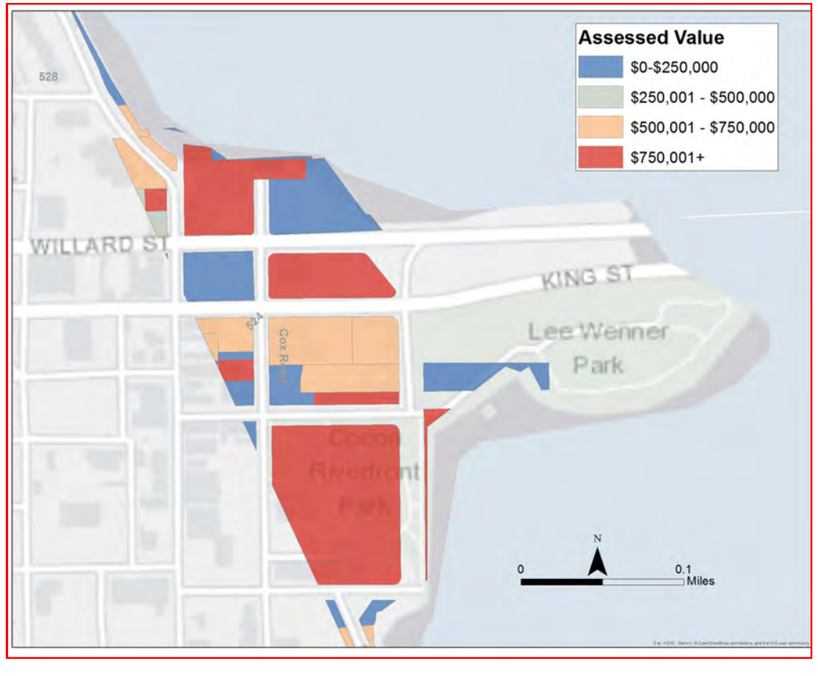
Source: City of Cocoa



Adaption Action Area

An Adaptation Action Area (AAA) is a designation tool for prioritizing infrastructure development and policy implementation in areas impacted by both Category 3 Storm Surge and the Army Corps of Engineers' (USACE) 2070 Sea Level Rise projection. Implementing these strategies requires an understanding of the existing and impending hazards, existing infrastructure, as well as the City's fiduciary responsibility. AAAs should incorporate synergetic and geographically focused elements to appropriately suit the environment.

The City of Cocoa is impacted by Storm Surge Category 3 and USACE 2070 Sea Level Rise along its coast. Cocoa's downtown area is completely vulnerable to these hazards and, therefore, should be within the Adaptation Action Area. Indian River Drive, which snakes along the coast, is the de facto boundary for the AAA. Cocoa Village is home to some of the City's most expensive properties, which are all exposed to nearly all hazards. This poses a large financial liability for business and property owners.





Financial Impacts by Hazard

When compared to other hazards, storm surge is going to have the largest financial impact on the City of Cocoa. The assessed value of vulnerable properties ranges from almost $168 million (Category 1) to $222.1 million (Category 5). Most of the affected properties have structures that were built before 1968 when building standards where less strict than today.

Long term, properties within the City of Cocoa are also at risk because of sea level rise. The Army Corps of Engineers curve projects that the City of Cocoa will start to feel the effects of sea level rise in 2070. By 2100, there will be 117 parcels affected by rising sea levels. The current assessed value of these properties is $138.1 million. The NOAA curve projects that properties will be affected by inundation much earlier (2040). Based on this curve, the damages would also be much more substantial ranging from $170.1 million in 2040 to $203.8 million by 2100.

The ECFRPC's financial analysis also found there is a substantial number of properties that could be affected by flooding because of their location within a Flood Zone Area. The assessed value of these properties increases by area from $52.3 million (100-Year A) to $395.2 million (500-Year).

				Built Pre-1968	Built 1968-2001	Built 2002-2018
Storm Surge Zone	Parcels	# Buildings	Assessed Value	# Buildings Total Value	# Buildings Total Value	# Buildings Total Value
1	147	122	$168	66 $33.8	40 $65.9	16 $63.7
2	166	136	$175	75 $38.2	43 $67.6	18 $65.2
3	184	154	$181.7	88 $41.9	46 $68.1	20 $66.9
4	238	199	$198.9	117 $50.2	61 $76.6	21 $67.2
5	309	262	$222.1	168 $67.2	71 $81.8	23 $67.8

All property value figures have been rounded and reported in millions of dollars

				Built Pre-1968	Built 1968-2001	Built 2002-2018
Horizon Year	Parcels	# Buildings	Assessed Value	# Buildings Total Value	# Buildings Total Value	# Buildings Total Value
2040 *USACE Curve*	0	0	$0	0 $0	0 $0	0 $0
2070 *USACE Curve*	9	5	$2.9	1 $.382	4 $2	0 $0
2100 *USACE Curve*	117	93	$138.1	45 $22.2	37 $63.9	11 $48.8
2040 *NOAA Curve*	139	118	$170.1	69 $40.7	34 $62.6	15 $62.8
2070 *NOAA Curve*	167	137	$182.3	79 $46	43 $67.6	16 $64.1
2100 *NOAA Curve*	220	186	$203.8	105 $54.7	61 $77.1	21 $67.2

All property value figures have been rounded and reported in millions of dollars.

*The "High" Sea Level Rise Curve was utilized for Army Corps of Engineers and NOAA data

				Built Pre-1968	Built 1968-2001	Built 2002-2018
Flood Zone	Parcels	# Buildings	Assessed Value	# Buildings Total Value	# Buildings Total Value	# Buildings Total Value
Zone A *(100 Year)*	123	44	$52.3	4 $1.3	28 $21.5	12 $20
Zone AE *(100 Year)*	384	270	$313.6	123 $49.1	117 $157.2	30 $98.2
500-Year *(Includes 100 Year)*	823	600	$395.2	356 $67.3	200 $188.4	44 $120.8

All property value figures have been rounded and reported in millions of dollars

PUBLIC ENGAGEMENT

This section of the report discusses the Resilient Cocoa project's public engagement process, which included several outreach activities targeting residents and business owners.

The City hosted a public workshop on February 12, 2019 at the City of Cocoa Chambers, which was facilitated by ECFRPC. The first part of the meeting included a presentation that illustrated how Cocoa might be affected by coastal flooding, storm surge, and sea level rise. This was followed by a series of community engagement activities where the meeting's participants identified vulnerabilities, focus areas, and strategies to create a more resilient city. Those attending also identified additional parts of the City that have experienced flooding in the past. The City also hosted an open house on May 21, 2019 that included presentations from the ECFRPC, Brevard County Emergency Management, and the County Environmental Services Office.



The city of Cocoa is working with residents to best prevent catastrophic flooding. (Spectrum News image)

Experts: Cocoa Could Face More Flooding Due to Sea Level Rising

By Krystel Knowles
PUBLISHED 5:46 PM EDT Mar. 25, 2019 | UPDATED 6:09 PM ET Mar. 25, 2019

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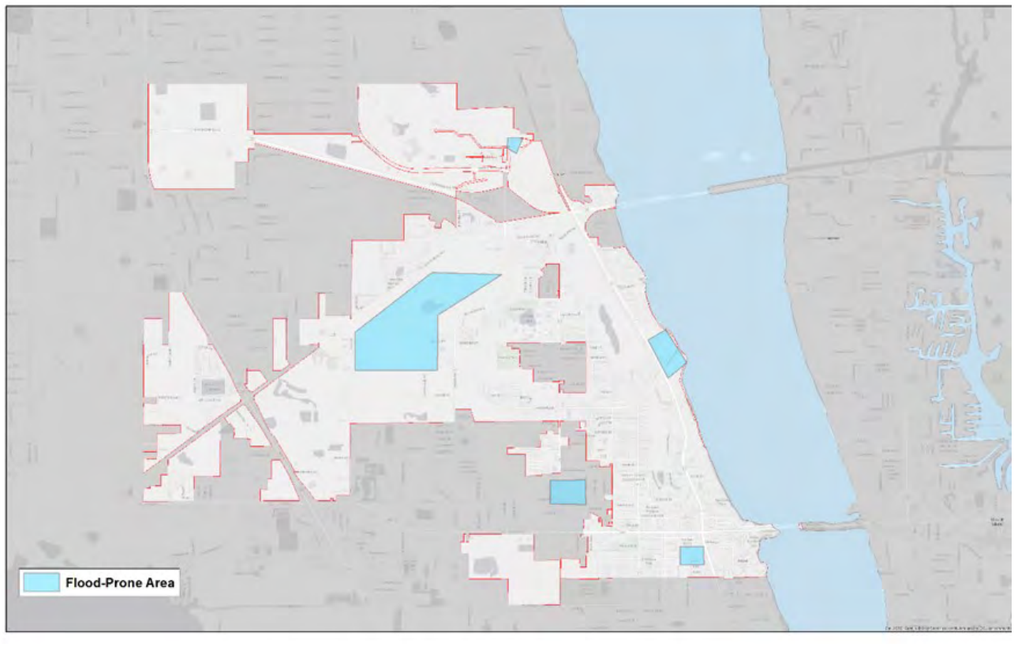
COCOA, Fla. — The city of Cocoa is working to prevent potentially serious flooding. According to new data, the coastal city might be even more prone to flooding. Now, officials are looking for some help from residents.

- Sea level rising could make Cocoa more prone to flooding
- City asking residents to take survey to help with curbing damage
- LINK: Take the Cocoa survey here



Public Survey

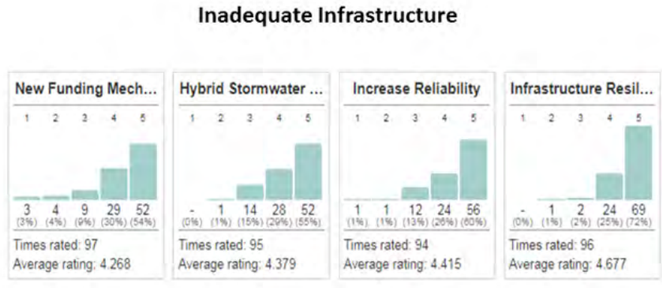
As part of the community outreach process, the ECFRPC prepared an online survey using the MetroQuest public engagement software based on the feedback provided in the first workshop. The objective of the survey was to gather public input about the areas that City officials need to prioritize to make Cocoa more resilient to natural disasters and sea level rise. This survey was launched on March 20, 2019 and ended on April 18, 2019. City officials used a variety of methods to advertise the survey including the City's Facebook page. Moreover, Spectrum News 13 ran a story about the project on March 25, 2019, which included a link to the survey. Because of these efforts, a total of 152 participants completed the survey. Close to 70% of the respondents were either full-time or seasonal Cocoa residents. The majority of the participants were either newcomers to the City (less than five years) or long-time residents (21+years). Finally, most of the respondents were over 40 years old, which follows the City's median age very closely.

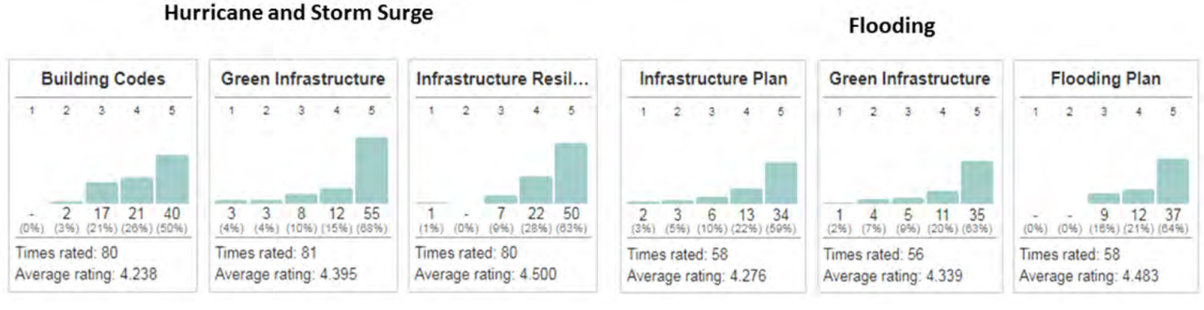


The first question of the survey asked participants to rank five vulnerabilities, which were based on input from the public workshop and the Brevard County Local Mitigation Study. Based on the combined survey results, the top three vulnerabilities were Inadequate Infrastructure, Hurricane and Storm Surge, and Flooding. After choosing their top three vulnerabilities, participants were then asked to show their support for several defined strategies by rating them on a one to five scale.

The highest rated strategies under the Inadequate Infrastructure vulnerability were identifying aging storm water/drainage infrastructure, requiring all infrastructure to incorporate new loads and meet current demand, and incorporating engineering and natural features to manage surface runoff. Under the Hurricane and Storm Surge vulnerability, survey participants want the City of Cocoa to focus on identifying critical infrastructure needs for storm preparedness recovery, using vegetative solutions along the Indian River Lagoon to reduce storm surge impact, and adapting the City's building and land development codes for greater resiliency standards. To address flooding, respondents also want the City to identify areas and corridors prone to recurrent inundation, increase the number of green spaces that could be used for storm water retention, and develop a plan that incorporates best infrastructure practices.

Finally, the survey asked respondents to prioritize areas that City officials should emphasize to create a more resilient Cocoa. The selected priorities include determining appropriate measures to mitigate, adapt or relocate critical infrastructure and assets vulnerable to extensive flooding and storm surge, updating codes & policies to promote the use of conservation lands, and on-site natural features to protect water quality and manage storm water runoff, and promoting redevelopment in the least vulnerable areas.





Vulnerability	Vulnerability Description	Survey Rank
Economic Resiliency	Natural disasters can disrupt business operations and in the worst case scenario lead to closures and jobs losses in the community	4
Flooding	Standing water due to rainfall, tropical events, and high tides	3
Inadequate Infrastructure	Storm water infrastructure (retention ponds, ditches, curbs, sewer pipes) helps to manage water from rain events and prevent flooding. Failing septic tanks can pollute nearby water bodies such as the Indian River Lagoon	1
Hurricane and Storm Surge	Elements associated with hurricanes including wind, rain, utility failure, and surge from ocean and lagoon waters	2
Vulnerable Populations	Certain groups such as the elderly and the poor are particularly vulnerable when a disaster strikes	5

Business Outreach

Different from other concurrent studies, the Resilient Cocoa project included a business resiliency component. The ECFRPC and the City reached out to Cocoa businesses in two ways. First, the ECFRPC hosted a business workshop on March 26, 2019. This event introduced attendees to the concept of resilience, explained the goals of the project, and finished with an interactive public engagement exercise using Mentimeter polling software. The objective here was to identify the main challenges faced by businesses after a major storm event, and determine the most critical City services before and after a natural disaster. According to the meeting attendees, the most useful services before the storm were sand bags, tree trimming, and debris removal. After the storm, businesses benefited the most from water restoration, law enforcement, and debris clean up. Most of these businesses reported that they closed for at least a week after Hurricane Irma.

In addition to holding this event, the ECFRPC also prepared a survey for businesses. This questionnaire was shared by the City of Cocoa's Economic Development Specialist during her site visits with the area businesses. The survey questions were very similar to the ones asked at the business workshop. However, it also inquired businesses if they would be interested in developing a business continuity plan. City staff and the ECFRPC will be following up with those establishments that requested learning more about this process.

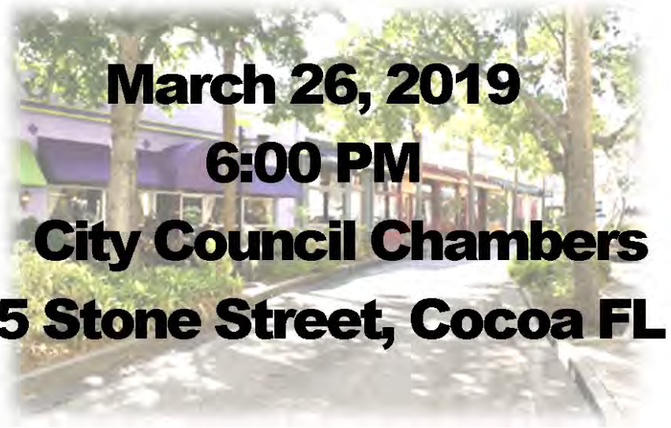




COCOA FLORIDA

Is Your Business Prepared for an Emergency?

The City of Cocoa and the East Central Florida Regional Planning Council are developing a plan to create a more resilient Cocoa. Resiliency is the capacity of communities and businesses within a city to bounce back after a natural disaster.



As part of this process, the City will be hosting a business workshop to learn how Cocoa businesses are preparing for natural disasters. For more information about this meeting, please contact Samia Singleton at (321) 433-8577 or via-mail at ssingleton@cocoafl.org.

ECONOMIC IMPACT ANALYSES

According to most scientists, changes in the climate over the next few decades will lead to an increase in the number and intensity of heavy rainfall events and storm surge. From 1900 to 2015, the United States experienced a four percent increase in annual average precipitation nationwide. The frequency of these intense rain events could increase between two and five times if emissions are not curtailed (Center for Climate and Energy Solutions, 2017). In Brevard County, Tropical Storm Fay (2008) and Hurricane Irma (2017) brought relentless precipitation that overwhelmed storm water infrastructure and caused inundation throughout the area.

Urban areas are especially susceptible to flooding because of the abundance of impervious surfaces (parking lots, rooftops) and lack of vegetation and soil that could slow and filter water. These flash flooding events are not merely an inconvenience for both urban dwellers and workers, but can also be pernicious for small firms. Based on the preliminary results from the Cocoa Business Resiliency surveys, most local businesses were closed between two and five days after Hurricane Irma. Several of them listed flooding as one of the causes for their involuntary closing. Therefore, preparing our commercial corridors for these intense precipitation events is of utmost importance for improving economic resiliency.

As part of the Resilient Cocoa project, the ECFRPC used the REMI PI+ model to explore how small businesses can be affected by strong precipitation events. This project includes two economic impact analyses comprised of two simulation scenarios. The "do nothing" scenarios estimate the economic impact of not addressing flooding events in the Cocoa Village and SR 524-Cox Road business corridors. The "mitigation" scenarios evaluate the economic impact of using different infrastructure interventions to alleviate flooding problems in these business corridors.



Flooding along Delannoy Avenue in Cocoa Village (FloridaToday.com)

About the REMI PI+ model

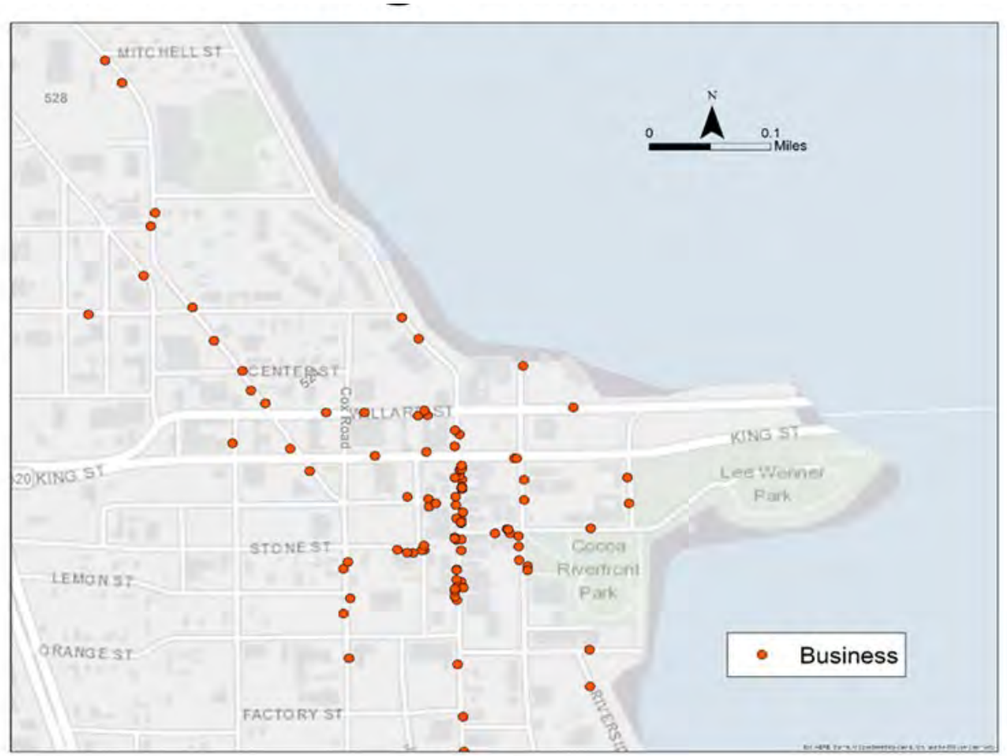
Since 2005, The ECFRPC has been using the Regional Economic Models, Inc. (REMI) Policy Insight economic model to calculate the economic effects of a variety of policies and investments. The REMI model builds on the strengths of four major modeling approaches: Input Output, General Equilibrium, Econometric, and Economic Geography. More detailed information about the model can be found at www.remi.com.

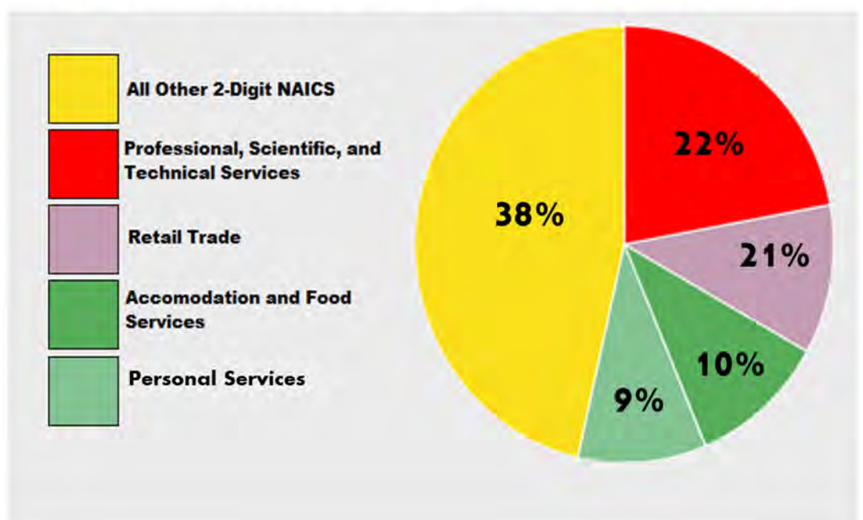
THE ECONOMIC IMPACT OF FLOODING IN COCOA VILLAGE

First developed in the mid 1880s, Cocoa Village is located on a small, southern peninsula that juts into the IRL. This business corridor is a popular destination for events, shopping, and gourmet dining. It is also home to various historic buildings, as well as public amenities such as Lee Wenner Park and Cocoa Riverfront Park. The district downtown boundaries were extended into the lagoon in the 1950s with the installation of bulkhead and fill. Many of the older buildings on Delannoy Avenue were once on the historical banks of the IRL. Consequently, their structural elevations are only approximately three feet above sea level. This makes Cocoa Village highly vulnerable to flooding from storm surge an sea level rise.

To develop this analysis, the ECFRPC identified all establishments located within Cocoa Village using Infogroup's Reference USA database and City Business Tax Receipt data. Home businesses, government offices, and those firms without a website or other form of verification were eliminated. This left a total of 181 businesses that employ close to 1,000 people. Most of Cocoa Village's businesses are within the Professional, Scientific and Technical Services category (accounting, engineering, and law firms) followed by retail trade establishments and restaurants.

More often than not, it is difficult for businesses to recoup the amount of sales lost because of a weather event. Because of this, the ECFRPC decided to estimate the long term effect that these momentary business closures could have in Brevard County's economy. To calculate the economic impact of these business losses, the ECFRPC used total annual business sales (output) as provided by the Infogroup business database. When this information was missing, the ECFRPC used employment and labor productivity information by industry as provided by the REMI PI+ model. Based on Infogroup data and ECFRPC calculations, Cocoa Village businesses have a total of $139.5 million in annual sales.





Scenario 1: Do Nothing Scenario

The ECFRPC developed the first scenario of increased business closing days based on changes to the weather patterns over a 30-year period. Staff aggregated annual business sales by industry and then divided this number by 365 to get the total daily output. This number was then multiplied by the total number of days that the businesses will be closed because of a flooding event. Based on the literature examined for this project and the results of the business surveys, the ECFRPC assumed that the total number of days would be increasing gradually over the next three decades. All numbers were entered as negative.

According to REMI, on average, the reduction of Cocoa Village's business sales results in the loss of 24 jobs when compared to the regular forecast. This employment estimate includes full-time, part-time, and temporary positions, which the model gives equal weight. Often referred to as total sales volume, output measures the gross level of business revenue which includes both the costs of labor and materials (intermediate inputs) and value added activities (compensation and profits). Since business output is the broadest measure of economic activity, it tends to generate the largest numbers. This new scenario shows that on average there will be a decrease of $3.3 million in sales during the study period.

Personal income refers to total earnings from employee compensation, wage supplements, rents, transfer payments, and other business ventures. There will be a loss of $2.7 million. Finally, gross regional product (GRP) represents the market value of all goods and services produced by labor and property, regardless of nationality. Based on the results of this simulation, these flooding events will reduce Brevard County's GRP by $2 million.

Annual Sales by Industry Sector in Cocoa Village

Industry Sector	Annual Sales	Daily Sales
Retail Trade	$22,445,185	$61,494
Wholesale Trade	$18,012,974	$49,351
Full Service Restaurants	$15,208,075	$41,666
Legal Services	$11,708,000	$32,077
Real Estate	$11,698,868	$32,052
All Other Industries	$60,429,933	$165,561
Total	$139,503,035	$382,201

Sources: Infogroup, ECFRPC Calculations

Annual Output Loss by Decade

Forecast Period	Number of Closure Days	Annual Output Loss
2020-2030	3	-1.1
2031-2040	5	-1.9
2041-2050	7	-2.7

Sources: Infogroup, ECFRPC Calculations

Output loss is reported in millions

Scenario 1 Summary Results

Economic Indicator	Do Nothing Scenario
Total Employment	-24
Output	-3,300,000
Personal Income	-2,700,000
Gross Regional Product	-$2,000,000

Sources: REMI PI+ East Central Florida Region v 2.4.1

Scenario 2: Adoption of Low Impact Development Scenario

The second scenario estimates the economic impact of adopting a low impact development program to alleviate flooding within the Cocoa Village district. Smart Growth America and the Center for Climate and Energy Solutions (C2ES) promote the use of low impact development features such as rain gardens and permeable concrete to help manage storm water in urban areas. One problem encountered when constructing this model is that none of the literature studied for this report stated the degree to which low impact development infrastructure can help alleviate flooding. Therefore, the ECFRPC assumed that there will be one less closure day because of the incorporation of low impact development elements. This would in turn reduce the amount of business output lost during the study period.

Incorporating this new infrastructure would certainly have its costs. According to the City of Cocoa, the price for installing green features ranges from $16.67 per square foot for permeable concrete pavement to $50 per rain barrel. To estimate the total cost of installing these features, the ECFRPC identified several large impervious areas within the Cocoa Village district. Staff used ArcGIS software to estimate the total square footage of these areas and then multiplied this amount by the unit/cost. The ECFRPC also estimated annual maintenance costs based on numbers provided by C2ES and the U.S. Environmental Protection Agency. Other variables used to build the simulation were construction industry sales (both for investment and infrastructure maintenance) and local government spending.

Largest Impervious Areas



Sources: Brevard County Property Appraiser, ECFRPC Calculations

Annual Output Loss by Decade

Forecast Period	Number of Flooding Days	Annual Output Loss
2020-2030	2	-$764,400
2031-2040	4	-$1,528,800
2041-2050	6	-$2,293,201

Sources: Infogroup, ECFRPC Calculations

As explained in Scenario 1, failure to address flooding within the Cocoa Village District could on average cost 24 jobs, $2 million in sales, and $3.3 million in personal income when compared to the REMI forecast. It would also reduce Brevard County's GRP by $2.7 million. While these are countywide numbers, it can be assumed that the City of Cocoa would bear the brunt of these losses. On the other hand, Scenario 2 shows that introducing low impact development features in Cocoa Village would help to ameliorate the negative impacts that urban flooding can have on the economy. The economic indicators show the loss of 18 jobs, a little less than $1.7 million in sales, $2.6 million in personal income, and a reduction of almost $2.2 million to Brevard's GRP.

These results are based on the inputs and assumptions used to develop this scenario. Because of the dearth of quantitative data explaining the cost/benefit ratio of incorporating low impact development projects into urban areas, the ECFRPC assumed that these improvements would only slightly reduce the number of flooding days experienced by Cocoa Village. The effectiveness of this approach to combat urban flooding could in reality be much greater than was presented in this simulation. However, using conservative assumptions is the best practice when developing economic impact scenarios.

Comparison of Scenario Results

Economic Indicator	Do Nothing Scenario	Mitigation Scenario
Total Employment	-24	-18
Output	-3,300,000	-$1,666,667
Personal Income	-2,700,000	-$2,600,000
Gross Regional Product	-$2,000,000	-$2,166,667

Sources: REMI PI+ East Central Florida Region v 2.4.1



THE ECONOMIC IMPACT OF FLOODING ON SR 524-COX ROAD

The State Road 524-Cox Road business corridor is an industrial area that encompasses properties between both of these major roads. Most of the businesses are located along Cox Road between S.R. 524 to the North and Fisherman's Place to the South. The 13 businesses located within this corridor employ more than 600 people with the Walmart Distribution Center accounting for more than half of the corridor's employment. Most companies located along this corridor are manufacturing businesses producing a variety of goods including fabricated metal products and machine components.

S.R 524-Cox Road is the business corridor with the highest assessed property values within the City of Cocoa ($104.3 million). At $1,682, the average value per parcel is more than double that of Cocoa Village, the second highest value business corridor. According to Infogroup and ECFRPC calculations, the businesses within this corridor are responsible for approximately $73.3 million in annual sales. The ECFRPC used this sales information to calculate the potential economic loss of flooding within this economic corridor.

To alleviate flooding within this area, the City's 10-Year Master Plan proposes to replace the culverts under the Cox Road driveways to allow a greater flow of water through the ditch conveyance system. This grey infrastructure project will help to provide effective conveyance of stormwater through the system and may also provide some storage and attenuation of larger flows. The total cost for this project will be $509,418.





Industrial land uses found along Cox

Scenario 1: Do Nothing Scenario

The ECFRPC developed the first scenario based on increasing business closing days based on changes to the weather patterns over a 30-year period. The ECFRPC assumed that the total number of days would be increasing gradually over the next three decades. According to the REMI PI+ model, this reduction in business sales will result in the loss of seven jobs, a decrease of just over $855,000 in sales, and a loss of $1.6 million in personal income. Based on the results of this simulation, these flooding events will reduce Brevard County's GRP by almost $1 million.

Scenario 2: Cox Road Culvert Replacement

The second scenario estimates the economic impact of replacing the culverts to alleviate flooding within this business corridor. There was no actual information stating the degree to which this grey infrastructure project can help alleviate flooding. Therefore, the ECFRPC assumed that there will be one less closure day, which would in turn reduce the amount of business output lost during the study period. This losses were measured against the total cost of this capital improvement project ($509,418). Based on this information, the REMI PI+ model found that there will be a loss of six jobs, $766,657 in sales, $1.3 million in personal income, and a reduction of $800,000 to Brevard's GRP.

Because of the lack of quantitative data explaining the cost/benefit ratio of incorporating grey infrastructure projects into urban areas, the ECFRPC assumed that these improvements would only slightly reduce the number of flooding days. The effectiveness of this approach to combat urban flooding could in reality be much greater than was presented in this simulation. However, using conservative assumptions is the best practice when developing economic impact scenarios.

Output Loss by Industry within the Corridor

Industry	Annual Sales	Daily Sales
Fabricated Metal Product Manufacturing	$28,786,304	$78,867
Other Miscellaneous Durable Goods Wholesalers	$19,328,155	$52,954
Transportation Equipment Manufacturing	$10,985,360	$30,097
Machinery Manufacturing	$7,572,840	$20,748
Professional, Scientific, and Technical Services	$4,506,880	$12,348
All Other Industries	$2,126,791	$5,827
Total	$73,306,330	$200,841

Sources: Infogroup, ECFRPC Calculations

Comparison of Scenario Results

Economic Indicator	Do Nothing Scenario	Mitigation Scenario
Total Employment	-7	-6
Output	-$855,864	-$766,667
Personal Income	-$1,654,624	-$1,333,333
Gross Regional Product	-$998,978	-$800,000

Source: REMI PI+ East Central Florida Region

RESILIENCE ACTION PLAN 2019- 2024

The City of Cocoa Resilience Action Plan is a culmination of the information collected as part of the vulnerability assessment and threat and hazard identification and reduction analysis (THIRA), citizen input, and the RRAP. The action plan is formatted and structured in a way to provide consistency between the City's action plan and the ECF RRAP.

The RRAP, completed in 2018 by the East Central Florida Regional Planning Council, was used as a model for some of the actions developed in this section of the report including the plan's goals and objectives. The ECFRPC also included strategies to address the findings of the vulnerability analysis, the public engagement process, and the economic impact analysis report.

The plan is organized by each goal and objective, includes the appropriate City department for ownership of each task, a level of priority and recommended year for which each task should be completed. Some tasks are labeled as "on-going" which signifies this task is recommended to be completed every year or continuously.

"Coming together is a beginning; keeping together is progress; working together is success."
– Henry Ford

Goals and Objectives

Goal #1: Leadership & Strategy | Promote leadership, education, and empowerment to foster resiliency

- Incorporate resiliency into local plans, policies and objectives.
- Plan fiscally to implement resilient and sustainable solutions to long term impacts.
- Implement strategies to promote adaptive measures that keep people and property safe.
- Engage and educate private sector stakeholders, elected officials, and others about ways to increase community resiliency.

Goal #2: Economic & Society | Provide opportunities to foster economic prosperity and social equity

- Protect high value assets from natural hazards.
- Educate businesses about access to funding and financial services related to resiliency.
- Facilitate and support the efficient recovery of business operations after an event.
- Improve social inclusion in decision making processes.

Goal #3: Infrastructure & Environment | Encourage responsible development and infrastructure solutions

- Improve water quality in surface water bodies.
- Incorporate resiliency into local plans, policies and objectives.
- Preserve and adapt the built environment to keep people and property safe.
- Improve community mobility while improving vulnerable transportation infrastructure.

Goal #4: Health & Well Being |Facilitate opportunities to improve community and environmental health

- Improve the capacity of the City to better respond to hazard events.
- Improve capacity of medical facility operations to prepare for and recover from hazards.
- Promote sustainable practices in government-owned facilities.
- Engage residents and business owners with locally relevant information.
- Improve access to resources for the homeless, special needs, elderly and poor.

Leadership and Strategy

Objective	Task / Recommendation	Department	Priority	Year
LS-1 Incorporate Resiliency Principles into Local Plans and Documents	Review Cocoa's Comprehensive Plan, Land Development Regulations, Capital Improvements Plan as Building Code to identify barriers to resilience.	All City Departments	High	1
	Implement Resilient Cocoa's Vulnerability Analysis findings into local policies and programs.	All City Departments	Medium	1
	Incorporate the Coastal Community Services Area as identified in the Coastal Element of the Comprehensive Plan into all appropriate Community Services documents and procedures.	All City Departments	High	1
	Evaluate the creation of a City Sustainability Officer position that could coordinate sustainability and resiliency activities across all City Departments.	City Administration	Medium	2
	Develop a set a metrics to measure success of the sustainability and resilience outreach, implementation and improvement strategies.	Community Services	High	3
	Reassess sustainability plan and metrics associated with the implementation of sustainable and resilient programs and incentives in the community.	Community Services City Administration	Medium	5+
LS-2 Plan fiscally to implement resilient and sustainable solutions to long-term impacts	Identify possible funding mechanisms to finance resiliency projects such as stormwater planning and living shorelines.	Community Services Public Works	Medium	Ongoing
	Create a check list for the inclusion of resilience strategies, low impact development techniques and green infrastructure for capital improvement projects	Community Services	Medium	1
	Conduct budget workshops to determine appropriate ways to build reserves and fund resiliency projects.	City Administration	Medium	2
	Work with stakeholders to assess process for acquiring properties for greenspace and mitigation purposes.	Community Services City Administration	Medium	2
	Assess the City's Capital Improvements Plan (CIP) for projects that should be re-evaluated to include resilient strategies in currently planned projects, such as green infrastructure.	All Departments	Medium	3
	Develop a prioritization process for infrastructure projects located within the Coastal Community Services Area and incorporate into CIP.	Community Services Public Works	Medium	3
LS-3 Promote Adaptive Measures to Protect People and Property from Natural Hazards	Update Land Development Code to allow onsite-storm water management infrastructure such as rain gardens, native vegetation, living shorelines on private property.	Community Services SJRWMD UF IFAS Extension	High	1
	Partner with Brevard County Natural Resources to determine where living shorelines are appropriate. Prioritize areas for implementation.	Public Works Brevard Natural	High	2
	Plan and conduct a workshop with residents and businesses to determine obstacles that they face in improving their property to be more resilient to natural hazards and how the City can help.	Community Services Public Works	Low	2
	Research best practices for community parking standards and strategies to address the heat island effect.	Community Services	Medium	2
	Identify publicly-owned parking lots that could be retrofitted using green infrastructure and permeable surfaces.	Community Services	Medium	2
	Update City's Land Development Code to adopt best practices to mitigate the heat island effect.	Community Services	Medium	3

Leadership and Strategy

Objective	Task / Recommendation	Department	Priority	Year
LS-4 **Educate local stakeholders about ways to increase community resiliency**	Identify elected and non-elected resiliency advocates to participate in regional initiatives such as the East Central Florida Regional Resilience Collaborative.	All Departments	High	1
	Educate newly-elected officials about the City's primary vulnerabilities and hazard mitigation strategies.	City Administration ECFRPC Florida Sea Grant	Medium	2
	Develop or partner to conduct at least one workshop a year or various one-on-one meetings with private sector stakeholders to educate and train them on sustainable practices, such as continuity of operations plans, the importance of emergency generators, and other topics.	Emergency Management	Low	2
	Create a social media account for the Cocoa Sustainability Advisory Committee.	City Administration	Low	2
	Encourage hands-on community education and volunteer activities to educate residents about resiliency.	Community Services UF IFAS Extension Brevard Public Schools Surfrider Foundation	Low	3
	Create and mail infographics to educate the public about the economic and environmental benefits associated with the property improvement strategies covered in the City's Sustainability Plan.	City Administration	Medium	4
	Re-evaluate workshops and educational materials to determine gaps and lessons learned	Community Services	Low	5+

Economy and Society

Objective	Task / Recommendation	Department	Priority	Year
ES-1 Protect high-value assets from natural hazards.	Develop and adopt policy language that prohibits the development of high value assets in vulnerable areas or if necessary, are mitigated to the greatest extent possible.	Community Services Public Works Emergency Management	Medium	1
	Work with the community to identify local businesses such as gas stations, food suppliers or others that provide specific services or resources vital for recovery.	Emergency Management Community Services	High	2
	Identify resilience strategies and policies related to resilient rebuilding, relocation, fortification, mitigation or adaptation for critical facilities in identified vulnerable areas.	Public Works Utilities Emergency Management Community Services	Medium	2
	Develop a long-term financial plan for loss of or restructure of tax base in highly vulnerable areas.	City Administration	Low	5
ES-2 Educate business about access to funding and financing services related to resiliency and sustainability	Create, update and disseminate an educational infographic for businesses with funding and financing services for pre/post- disaster needs and sustainable practices.	Emergency Management Economic Development Chamber of Commerce Community Services	Medium	1
	Conduct a follow up workshop with business owners to determine status, needs, wants and constraints as related to implementing resilient and sustainable practices.	Economic Development Community Services ECFRPC	Medium	2

Economy and Society

Objective	Task / Recommendation	Department	Priority	Year
ES-3 Facilitate and support the efficient recovery of business operations after an event	Designate government official to serve as a liaison between the business community and the local government for resiliency efforts.	City Administration	High	1
	Develop a section on the City's website focused on disaster preparedness and include links to business continuity plan and employee disaster plan templates.	City Administration	Medium	2
	Research available templates for business and employee preparedness plans and create an outreach proposal for businesses to update these templates.	Community Services ECFRPC	High	2
	Develop a "one-pager" with best practices and links for responding to and preparing for hazard events. Create/update and disseminate an educational infographic for businesses with emergency information to access for post disaster needs.	Emergency Management Community Services Chamber of Commerce Career Source Brevard	Medium	2
	Develop a media package/press kit to implement after a disaster event to bring tourists back by showcasing that the area is open for business.	City Administration Economic Development Tourism Development Council	High	3
	Work with the identified local critical facility businesses to determine resources needed to aid in timely recovery efforts such as generators, mitigation projects, etc.	Emergency Management Community Services	Medium	3
	Consider implementing a long-term recovery plan for businesses to retain employees as soon as possible following a storm event.	Emergency Management Community Services	Low	4
ES-4 Improve social inclusion in decision making process	Apply for funding opportunities that could help finance resiliency projects such as onsite stormwater management, living shorelines, etc…	Public Works Community Services	Medium	Ongoing
	Host community meetings in underserved, low income communities to discuss projects within and just outside the community.	All Departments	High	1
	Engage with communities to identify gaps and priorities in the decision making process to improve social inclusion.	Community Services	High	1
	Train Community Services staff on Health Impact Assessments	ECFRPC	Medium	2
	Partner with local organizations and faith-based organizations to provide feedback concerning needs and opportunities specific to a project or program.	All Departments	High	2
	Create an outreach plan to involve all communities in the City to engage in local decisions.	Community Services	Low	2
	Create a timeline to develop and implement strategies identified in the City's Sustainability Plan as they relate to Civic Engagement.	Ciity Administration	Medium	3
	Implement the directive to conduct health impact assessments when considering projects that may affect underserved, low income communities, and determine benchmark health outcomes.	Community Services	Medium	3
	Implement the outreach plan.	City Administration	Low	3
	Reassess the gaps that remain in community involvement outcomes.	City Administration	Low	5+

Infrastructure and Environment

Objective	Task / Recommendation	Department	Priority	Year
IE-1 Prioritize the use of Green Infrastructure as a first line of defense.	Create partnership to educate property owners about the benefits of green infrastructure, living shorelines, oyster matts, etc. and assist with installation and maintenance.	Community Services	Medium	2
	Assess and update the City's Comprehensive Plan and Land Development Code to identify regulatory barriers that deter the use of green infrastructure.	Community Services Utilities	High	2
	Work with Brevard County and the Marine Resource Council to assess and prioritize areas to introduce living shorelines.	Community Services Public Works	High	2
	Assess current transportation projects to determine areas to implement "green street" concepts to mitigate stormwater impacts.	Public Works	Medium	3
IE-2 **Promote interconnectivity of natural lands for habitat migration.**	Survey stakeholders to assess current open space, undeveloped and underutilized properties, especially within the 100-year floodplain, for potential lands for green open space/habitat, public space and flood mitigation.	Community Services Public Works Florida Fish and Wildlife Conservation Commission	Medium	2

Infrastructure and Environment

Objective	Task / Recommendation	Department	Priority	Year
IE-3 Enhance Stormwater systems to be more resilient.	Continue Stormwater improvement projects to comply with adopted Basin Management Action Plan (BMAP) for the Indian River Lagoon.	Public Works	Medium	Ongoing
	Evaluate current street sweeping program and implement recommended improvements.	Public Works	Low	1
	Develop a GIS database of all stormwater facilities, including outfalls, infalls, and elevations.	Public Works	High	2
	Survey stakeholders assess current open space, undeveloped and underutilized properties for potential lands for green open space/habitat, public space and flood mitigation.	Public Works	Medium	2
	Conduct case studies and develop working strategies applicable to the City to prioritize and implement the use of green space, green streets and low impact development techniques in Stormwater management projects.	Community Services Public Works	Medium	2
	Develop prioritization process for infrastructure projects in the Coastal Community Services Area.	Community Services Public Works	Medium	3
	Conduct analysis on current and planned Stormwater facilities, outfalls and others for future flood impacts, erosion and surge (include elevation of outfalls) to determine areas and strategies for enhancement.	Public Works	Medium	3
	Assess areas prime for baffle boxes and create an implementation and cost plan for implementation. Ensure designs are planned for future conditions during service life.	Pubic Works	Low	4
	Develop a cost-risk analysis process for mitigation strategies of stormwater infrastructure identified as part of the natural hazard vulnerability assessment.	Public Works	Low	5
	Update Stormwater master plan to include feasible improvements, mitigation or adaptation strategies identified through case study research to address vulnerable, new and planned stormwater facilities.	Public Works	Medium	5

Infrastructure and Environment

Objective	Task / Recommendation	Department	Priority	Year
IE-4 **Improve water quality in surface water bodies.**	Coordinate with other agencies/organizations to educate property owners about best management practices (BMP's) for reducing nutrient loads flowing into surface waters via residential, commercial, industrial and agricultural lands.	Community Services Indian River Lagoon Council SJRWMD	Medium	Ongoing
	Determine whether currently property buffers along the Indian River Lagoon are sufficient or could be enhanced to allow for the introduction of native vegetation that could help capture and filter storm water.	Water Resources	High	1
	Assess City's fertilizer ordinance to determine appropriateness of mirroring the County's ordinance.	Community Services Marine Resource Council UF IFAS Extension	Medium	2
IE-5 **Incorporate resiliency into local plans, policies, processes and objectives.**	Audit Comprehensive plan against other plans (i.e. Sustainability Plan, CRA plans, Downtown Development Plans, Economic Development Plans, LDRs,) to ensure compatibility of addressing resiliency and future development based on future conditions.	Community Services Public Works Utilities	High	1
	Assess other plans to reference the Coastal Community Services Area and incorporate language as appropriate.	Community Services	High	1
	Add and adopt policies to Comprehensive Plan, and other plans, that result from the recommendations identified in the Sustainability Plan.	Community Services	Medium	2
	Update Land Development Code to require all new development to design for a "net-zero" discharge or natural runoff.	Community Services	Medium	3
	Adopt Urban Design Guidelines that could protect and buffer structures from the impact of vulnerability hazard such as sea level rise, storm surge, flooding, wind damage, and the urban heat island effect.	Community Services	Low	4
	Develop prioritization process and funding mechanisms for infrastructure projects in the Coastal Community Services Area. Incorporate into CIP, the Stormwater master plan, long range transportation plan, and other appropriate plans and procedures.	Public Works	Low	5
	Continue to monitor sea level rise projections over time. Consider installing water monitoring stations to measure sea level rise within the City.	All Departments	Low	5+

Infrastructure and Environment

Objective	Task / Recommendation	Department	Priority	Year
IE-6 **Preserve and adapt the built environment to keep people and property safe**	Update Comprehensive Plan and Codes to ensure all affordable or low income developments are located outside of the Coastal Community Services Area and the 100-year flood zone.	Community Services	High	1
	Provide dedicated funding for annual tree maintenance near power lines to help prevent storm damage and allow access for electricity providers to fix broken power lines in an efficient manner following a natural disaster.	City Administration Public Works	Medium	2
	Research appropriate strategies for at-risk public infrastructure identified as part of the natural hazard vulnerability assessment.	Utilities Public Works	Medium	3
	Develop incentives for developers to build outside vulnerable areas or build in a resilient/sustainable way in vulnerable areas, using methods consistent with Low Impact Development (LID) standards, Florida Green Building Coalition, and others.	Community Services	Medium	5
	Conduct a risk assessment to determine wellfields, groundwater and underground infrastructure at risk to saltwater intrusion in Cocoa and areas of service.	Utilities Public Works	Medium	5+
IE-7 **Improve community mobility while improving vulnerable transportation infrastructure.**	Identify areas where bicycle and pedestrian improvements (including use of green strategies) can be included in transportation projects that mitigate roadways vulnerable to natural hazards (green streets).	Space Coast Transportation Planning Organization Public Works	Low	3

Health and Wellbeing

Objective	Task / Recommendation		Priority	Year
HW-1 Improve City's capacity to better respond to hazard events.	Identify neighborhoods that are overly dependent on public transportation and need assistance in evacuation and re-entry.	Emergency Management Space Coast Area Transit Community Services	High	Ongoing
	Identify local staging areas for fueling trucks pre and post disaster for efficient evacuation and re-entry.	Emergency Management	High	Ongoing
	Coordinate with Brevard County Emergency Management to update internal plans with Hurricane After Action Report findings.	Emergency Management City Administration	High	Ongoing
	Identify critical facilities with generator needs (including businesses serving as recovery assets) and add them to the appropriate funding list (i.e. LMS, CIP, etc.).	Emergency Management All Departments	High	1
	Assess and update codes to ensure wind hazard safety from debris, abandoned materials, buildings in a state of disrepair, etc.	Emergency Management Community Services	High	1
	Establish a community wide pre-hurricane protocol and alert for identifying and removing hazards such as a text notification with a City point of contact.	Emergency Management Community Services	High	1
	Develop strategies to address food desert areas located within City limits.	Community Services Office of Economic Development	Medium	2
	Work with food pantries and similar organizations to identify strategies/programs to address food insecurity issues after natural disaster events.	Emergency Management Community Services Florida Department of Health Brevard County	Medium	2
	Investigate the feasibility of and needs associated with alternative energy fleet vehicles for emergency response use.	Public Works Emergency Management	Low	5

Health and Wellbeing

Objective	Task / Recommendation		Priority	Year
HW-2 Improve capacity of medical facility operations to prepare for and recover from natural disasters	Hold training workshops at medical facilities that test response and evacuations from a hazard event.	Emergency Management Healthcare Facilities	High	Ongoing
	Assess vulnerability of health care and social assistance facilities (hospitals, hospices, dialysis centers, assisted living facilities, nursing homes, helicopter pads, etc...) to flooding and storm surge.	Emergency Management Healthcare Facilities	High	Ongoing
	Educate hospital staff about best practices to develop/update internal operations plans for natural disasters such as strong hurricanes and tornadoes.	Emergency Management Healthcare Facilities	Medium	2
	Determine mitigation/adaptation strategies for identified vulnerabilities to medical facilities and develop an implementation plan.	Emergency Management Healthcare Facilities	Medium	2
	Assess and update future land use and zoning codes to limit or mitigate the placement of medical facilities in vulnerable areas.	Community Services	Future	5+
HW-3 Promote sustainable practices in government-owned facilities.	Assess the feasibility of creating an incentive program to promote sustainability within the City of Cocoa.	Community Services	High	1
	Assess and update future land use and zoning codes to limit or mitigate the placement of government buildings in vulnerable areas.	Community Services	High	1
	Identify locations for electric charging stations, especially near/at publicly-owned properties and high employment areas.	Community Services Public Works	Low	2
	Update local codes and policies to promote sustainable and Low Impact Development practices for government owned facilities.	Community Services	Medium	2
	Conduct an energy audit within the City and develop strategies to mitigate the effects of the greenhouse gas effect.	Public Works	Medium	3
	Partner or develop programs/incentives to install community gardens and green roofs on public buildings.	Community Services Public Works	Medium	4
	Work with the Brevard Public Schools (BPS) to promote the use of green building techniques and sustainable practices.	Brevard Public Schools Community Services	Low	4
	Reassess sustainability plan and metrics associated with the implementation of sustainable building practices in government facilities.	Community Services Public Works	Medium	5+

Health and Wellbeing

Objective	Task / Recommendation		Priority	Year
HW-4 Engage residents and business owners with locally relevant information about expected future changes in natural hazards and sustainable practices.	Evaluate existing programs in other jurisdictions and agencies aimed at educating residents and business owners about imminent natural hazards and sustainable practices.	Community Services Emergency Management	Medium	2
	Develop an in-depth community outreach program, outside of the storm season and following an event, to identify needs and barriers associated with resource accessibility and disaster response.	FEMA Emergency Management	Medium	2
	Develop an incentive program to increase the energy efficiency and resilience of homes and businesses.	Community Services	Medium	3
	Evaluate the creation of a tree canopy program to educate community about best landscaping practices, appropriate tree maintenance protocols, and yard debris removal.	Community Services	Medium	3
	Host a minimum of four events annually to educate the community about best sustainability and resiliency practices.	Community Services Emergency Management	Medium	3
	Develop a Return on Investment Infographic to be shared with homeowners and businesses that details the benefits of adopting a variety of resilient and sustainable practices.	Community Services	Low	4
HW-5 Improve access to resources for the homeless, special needs, elderly, low income, and English-limited residents.	Create/Continue “primary” social media account to relay all disaster-related information.	City Administration Emergency Management	High	1
	Develop and implement strategies to encourage greater pre-registration for special needs and seniors within the community.	City Administration Emergency Management	High	1
	Partner with the IDignity Program to ensure residents have essential documents before disasters.	City Administration Emergency Management	Medium	1
	Assess plans and policies to require development of future affordable housing choices outside of vulnerable areas and with access to transit, jobs, and resources.	Community Services	Medium	2

Appendices

Appendix 1: Technical Appendix: The Science Behind the Resilient Cocoa Project

The ECFRPC relied on several models to assess the economic impacts that each natural hazard would have on the City of Cocoa. These models have been developed by federal agencies, universities, and regional planning councils. This section provides more information about each model.

Storm Surge

The ECFRPC used the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) Model developed by the National Weather Service to estimate storm surge heights. This model combines historical, hypothetical, and predicted hurricane data with atmospheric pressure, size, forward speed, and track data to determine the wind field that will drive the storm surge. The Atlantic coastline SLOSH model is divided into 32 regions or basins, categorized by their particularly vulnerable features: inlets, population densities, low-lying topography, and ports. In 2017, Florida's six basins were combined to form the South Florida Super Basin, which covers nearly all of South Florida and much of the peninsula's coastline. The storm surge analysis uses the NHC's Saffir-Simpson Hurricane Wind Scale to illustrate the storm's sustained winds, which ranges from a Category 1 to 5.

Sea Level Rise

This analysis uses two sea level rise projection curves: NOAA 2017 and US Army Corps of Engineers (USACE) 2013. The NOAA 2017 curve data was downloaded from NOAA's Digital Coast Sea Level Rise Viewer. It depicts the potential coastal inundation areas resulting from a 1- 10-foot rise in sea level above current Mean Higher High Water (MHHW) conditions. The data was produced using a "modified bathtub model" that accounts for local and regional tidal variability and hydrological connectivity. Two datasets are used to create the final inundation data: Digital Elevation Model (DEM) of the area and a tidal surface model that represents spatial tidal variability. This data does not account for erosion, subsidence or any other future changes in an area's hydrodynamics. The USACE data was obtained from the University of Florida's GeoPlan Center. This analysis also uses a "modified bathtub model" that applies a filter to remove isolated inundation areas not connected to a major waterway. The resulting inundation files represent the specific projection rate curve mapped on top of MHHW. Unfortunately, the USACE data curve begins in 2050.

Shallow Coastal Flooding

Coastal flood data was obtained from NOAA's Coastal Flood Exposure Mapper. The flood thresholds are derived from NOAA's Technical Report NOS CO-OPS 086: Patterns and Projections of High Tide Flooding along the U.S. Coastline Using a Common Impact Threshold. The report indicates that Brevard County's derived threshold for minor flooding (high tide) is 1.8 ft above mean higher high water height (MHHW). This data replaces the flood thresholds previously provided by the National Weather Service.

Storm Surge and Sea Level Rise

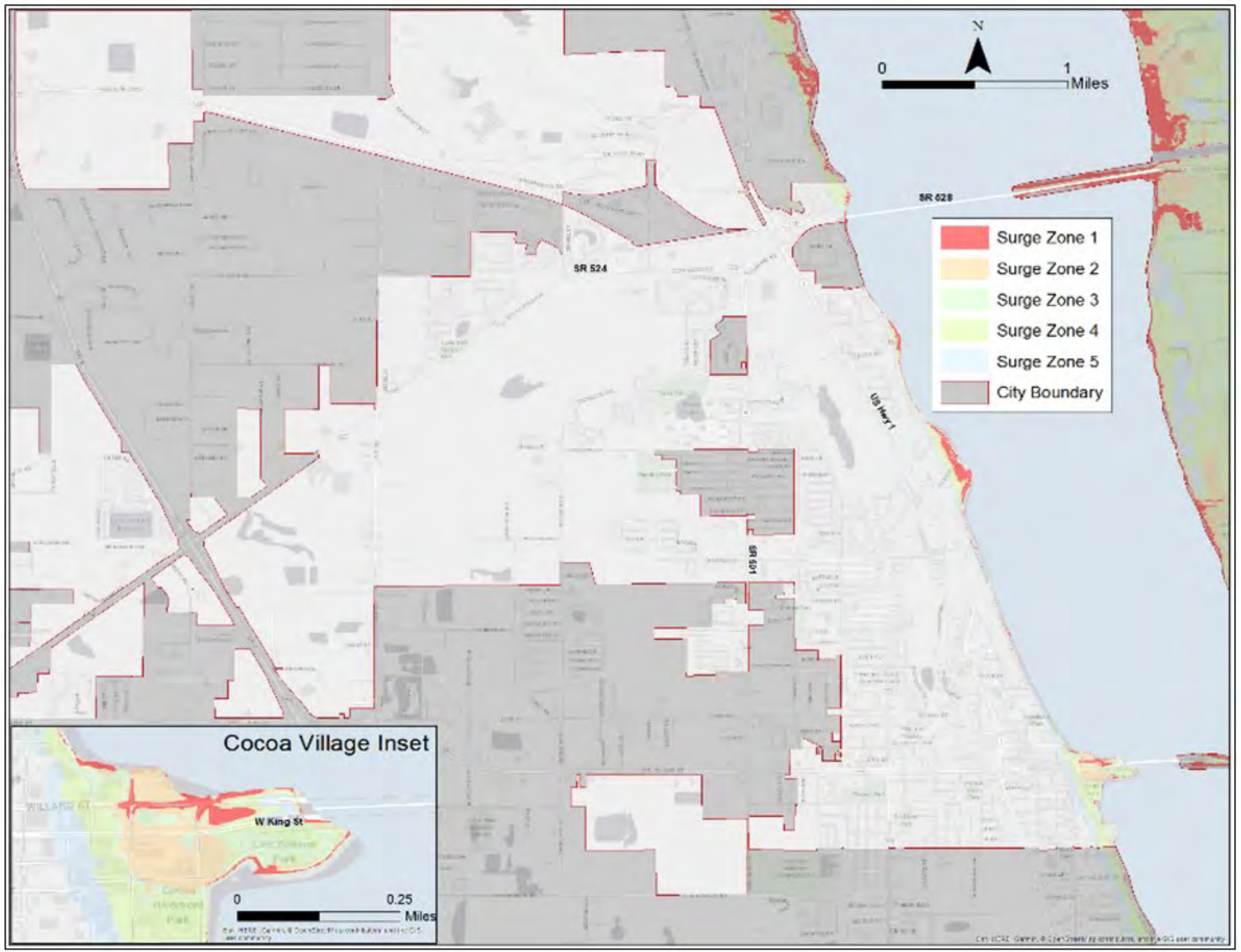
The Tampa Bay Regional Planning Council developed an ArcGIS Add-In Tool to model how future sea level rise conditions affect surge based on new National Hurricane Center's SLOSH "super basins" that provide greater resolution of data for storm surge modeling. The model allows users to analyze certain levels of sea level rise (ex: 4 feet) depending on what Horizon SLR curve they choose. The tool uses several data sources including Digital Elevation Model (DEM), SLOSH Basin, Sea Layer with hydrologic connectivity, and NOAA tidal gauges.

Selected Hazard Analysis Data Sources

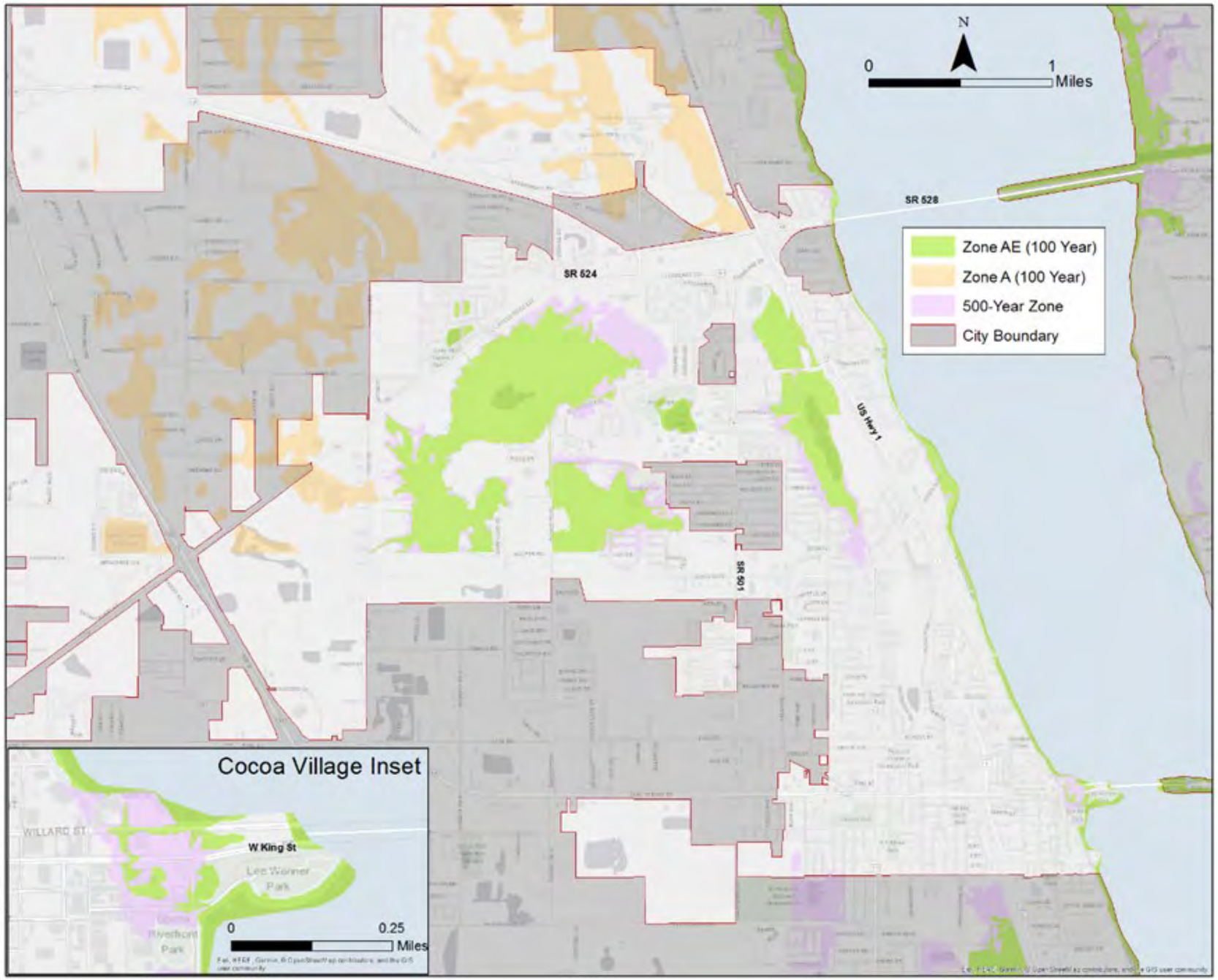
1) Peril of Flood Legislation https://www.flsenate.gov/Session/Bill/2015/1094
2) CDC Social Vulnerability Index: https://svi.cdc.gov/factsheet.html
3) Global and Regional Sea Level Rise Scenarios for the United States: https://tidesandcurrents.noaa.gov/publications/techrpt83_Global_and_Regional_SLR_Scenarios_for_the_US_final.pdf
4) NOAA Coastal Flood Exposure Mapper : https://coast.noaa.gov/floodexposure/#-10575352,4439107,5z
5) FEMA Flood Map Service Center: https://msc.fema.gov/portal/search
6) University of Florida GeoPlan Center: https://www.geoplan.ufl.edu/
7) Brevard County Property Appraiser: https://www.bcpao.us/

Appendix 2: Vulnerability Analysis Maps

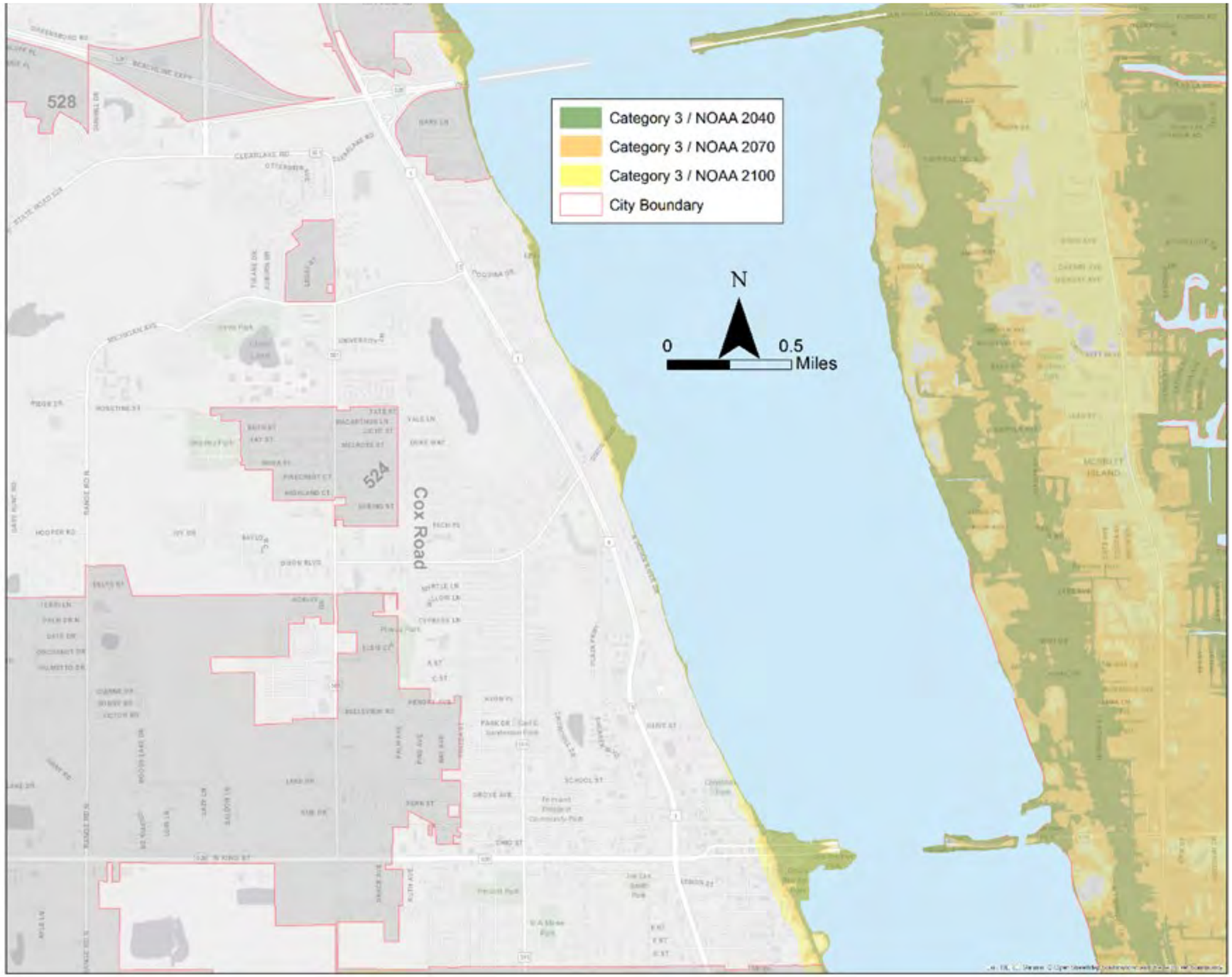
City of Cocoa Surge Zone Map



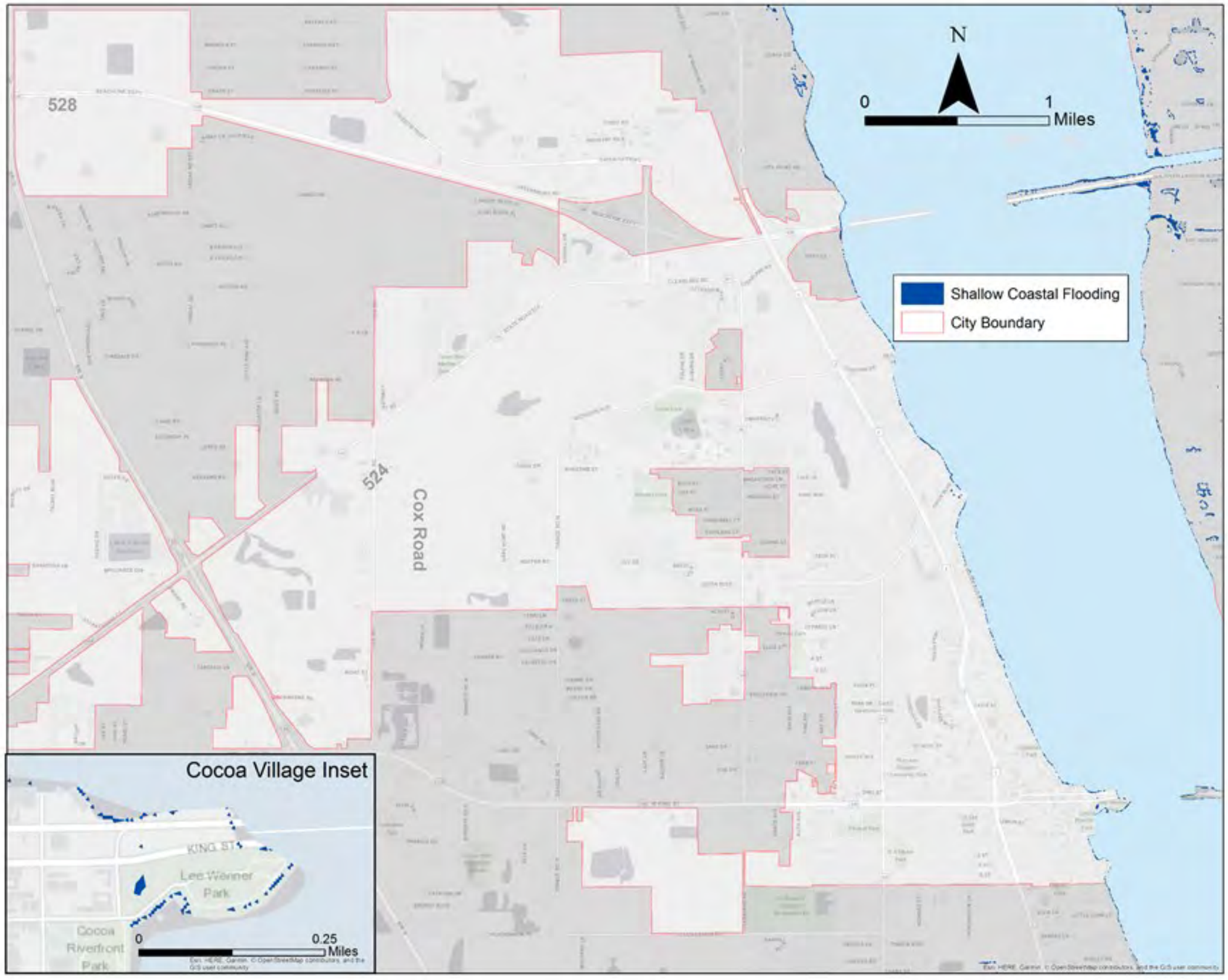
City of FEMA Flood Zone Map



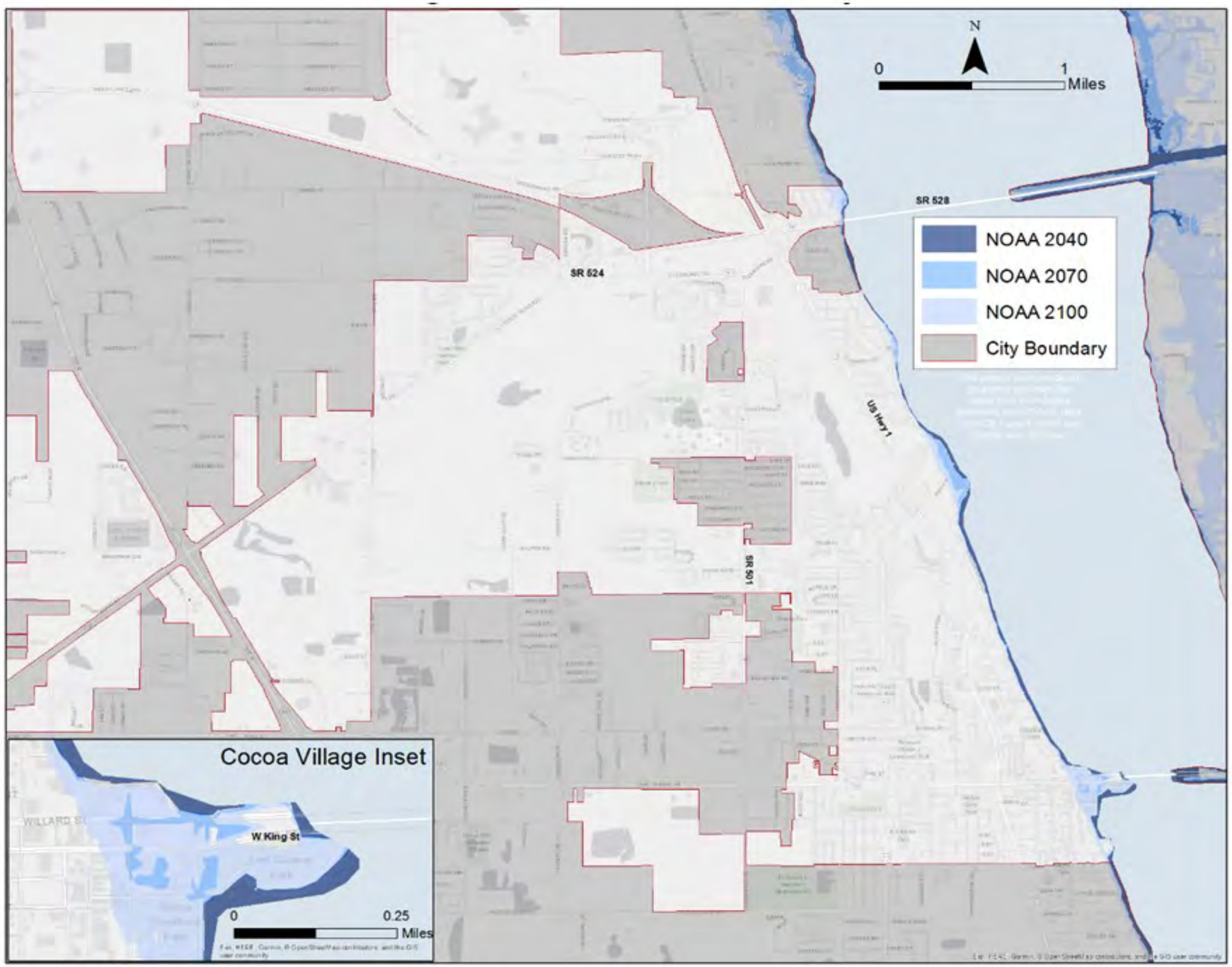
City of Cocoa Surge and Sea Level Rise



City of Cocoa Shallow Flooding Map



City of Cocoa Sea Level Rise Map



RESOLUTION NO. 2017-137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; ESTABLISHING A SUSTAINABILITY ADVISORY COMMITTEE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, RECORDING, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article III, Section 3 of the City Charter provides that the City Council is authorized to establish boards, committees and advisory groups and to appoint the members thereof, under such terms and conditions as the council believes will best serve the public interest; and

WHEREAS, City residents have expressed the desire for the City Council to appoint a Sustainability Advisory Committee to consider and investigate ways in which the City may incorporate and promote sustainable and resilient activities and practices throughout the City; and

WHEREAS, the City Council recognizes that in order for the City to be, and remain, a sustainable and resilient community, the City must promote activities and practices that not only meet the needs of the present, but also do not compromise the ability of future generations to meet their own needs; and

WHEREAS, this Resolution shall serve to establish the Sustainability Advisory Committee and to further establish a scope of activities that the Committee may engage in and undertake, with recommendations being provided to the City Manager for further action and implementation through City Department and the City Council; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the City Council of Cocoa.

Section 2. Establishment of a Sustainability Advisory Committee; Meetings.

(a) The City Council hereby establishes an advisory committee for purposes of identifying, making recommendations concerning, and facilitating the use and development of sustainable activities and practices in the City of Cocoa in accordance with the terms and conditions of this Resolution. The committee shall be called the "Sustainability Advisory

Committee." The Sustainability Advisory Committee shall be an advisory committee only and shall not have any final decision making authority. The Sustainability Advisory Committee shall consist of no more than eleven (11) and no fewer than five (5) members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa. The City Council shall appoint each member by majority vote. Committee members should have backgrounds and professional disciplines that will bring relevant knowledge and experience to the table to assist the City with the development of a Sustainability and Resiliency Plan required by this Resolution. No alternates shall be appointed. Vacancies shall be filled in the same manner as the original appointment to the extent deemed necessary by the City Council. Prior to any appointment being considered final, each member of the Sustainability Advisory Committee shall be required to complete a committee application as prescribed by the City Council. Upon appointment, each member of the Sustainability Advisory Committee shall serve at the pleasure of the City Council and may be summarily removed at any time with and without cause. Each member of the Sustainability Advisory Committee shall serve without compensation.

(b) Meetings of the Sustainability Advisory Committee shall be duly noticed and held public meetings which shall be open to the public. Meetings shall be coordinated and scheduled through the City Manager or his or her designee so as not to conflict with other City meetings or overburden limited City resources. A portion of each meeting will be reserved for taking public input relevant to issues being considered during the meeting or regarding sustainability or resiliency or sustainability and resiliency practices generally. The agendas, minutes and a record of the proceedings and recommendations of the Sustainability Advisory Committee shall be kept and filed with the City Clerk in the same manner as those kept and filed for the City Council.

(c) The first order of business for the Sustainability Advisory Committee shall be to elect a chairperson and deputy chairperson. The chairperson shall be responsible for running the meetings. In the absence of the chairperson, the deputy chairperson shall run the meetings. Roberts Rules shall serve as guide to running the meetings of the Sustainability Advisory Committee to the extent not in conflict with this Resolution. A majority of the members of the Committee shall constitute a quorum.

(d) The Sustainability Advisory Committee shall act by consensus to the extent possible, but if consensus cannot be reasonably reached, then the Committee may act by majority vote. However, the Sustainability Advisory Committee may reference and explain minority opinions/positions which obtained the vote of at least four (4) members of the Committee in any recommendation made to the City Manager.

Section 3. Sustainability Advisory Committee Responsibilities.

(a) For purposes of guiding the Sustainability Advisory Committee with the scope of their duties under this Resolution, the term **"sustainability"** generally means meeting the needs of the present without compromising the ability of future generations to meet their own needs.

This is a holistic concept that includes consideration of the environment, the economy, and community well-being and social equity. The term **"resiliency"** means the capacity of a system to absorb disturbances such as storms and all kinds of damaging events and to reorganize while undergoing change so as to still retain essentially the same function, structure and identity.

(b) The scope of the Sustainability Advisory Committee shall be limited to advising and assisting the City in establishing a written Sustainability and Resiliency Plan (sometimes referred to hereinafter as the "Plan"). The establishment of this Plan is the primary focus and task of the committee. In guiding the Sustainability Advisory Committee with this task of developing a written Plan, the committee shall consider and recommend a set of actions, initiatives, strategies, policies, and/or programs related to one or more of the following:

1. Models for sustainability enhancements that serve low-income neighborhoods;

2. Public use of existing city-owned right-of-way areas along Indian River Drive, which may include demonstration gardens for lagoon-friendly landscaping, rain gardens, or living shorelines and may provide views for residents;

3. Opportunities to develop and/or promote trails near Walmart, Cocoa Conservation, and Bracco Pond;

4. Ways in which recycling access may be improved;

5. Opportunities for photovoltaic (PV) installations on municipal properties;

6. Opportunities to purchase alternative fuel vehicles for the City's fleet;

7. Opportunities to track and improve energy efficiency in the City's municipal buildings;

8. Partnerships with local education providers and already-existing programs with a focus on sustainable practices, such as Keep Brevard Beautiful and Brevard Yards/Florida Friendly Lawns, to develop and host educational events regarding sustainability and participate in and promote other activities of such programs;

9. Review of Code of City of Cocoa and other City standards regarding invasive plantings and green building practices to incentivize green practices;

10. Methods to engage in community education and outreach to encourage sustainable and environmentally-friendly practices;

11. Identification of food desert neighborhoods and the potential for community

gardens by partnering with faith communities and UF/IFAS master gardening programs;

12. Continuation and/or expansion of the City's Rain Barrel program;

13. Development of a stormwater drain program, consisting of water catchment systems such as cisterns, vacated septic tanks, etc.; and

14. Any other proposed action, initiative, strategy, policy, and program or opportunities that will promote sustainable and resilient practices in the City.

(b) All recommendations made by the Committee to be incorporated into the Plan shall include concise descriptions of any individual action, initiative, strategy, policy, and program, plus any benefits, drawbacks and performance expectations for each.

(c) Any proposed action, initiative, strategy, policy, and program shall include a corresponding written fiscal analysis so the financial feasibility of the proposed action, initiative, strategy, policy, and program can be thoroughly evaluated by the City.

(d) The Plan shall prioritize and suggest funding resources for any proposed action, initiative, strategy, policy, and program for both a five and ten year period.

(e) After the initial Plan is established and approved by the City Council, the Committee shall continue to advise and assist the City regarding implementing, monitoring and assessing the performance of each action, initiative, strategy, policy, and program set forth in the Plan. The Committee shall also continue to make recommendations regarding any updates or modifications to the Plan, on an as needed basis. All updates and modifications shall be consistent and not in conflict with the requirements set forth in this Resolution.

(f) At the specific written request of the City Manager, the Sustainability Advisory Committee may also evaluate and provide recommendations on the topic of sustainability and resiliency consistent with this Resolution.

Section 4. Staff Resources.

(a) The City Manager, City Clerk, and Department Directors shall serve as technical advisers to the Sustainability Advisory Committee. The Community Services Director shall serve as a staff liaison to the Sustainability Advisory Committee.

(b) The City Clerk or his or her designee shall provide administrative assistance to the Sustainability Advisory Committee and shall be responsible for noticing meetings, preparing minutes, and archiving all public records.

Section 5. Repeal of Prior Inconsistent Resolutions. All other prior inconsistent

resolutions adopted by the City Council are hereby repealed.

Section 6. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, 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 resolution.

Section 7. Effective Date. This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 12th day of December, 2017.

Henry U. Parrish, III, Mayor

ATTEST: _____
Carie Shealy, MMC, City Clerk

SEAL

RESOLUTION NO. 2019-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADOPTING THE EAST CENTRAL FLORIDA REGIONAL RESILIENCY ACTION PLAN; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a changing climate is increasingly causing current and future threats, such as elevated levels of flooding and erosion, changes in storm intensity and frequency, heat impacts, sea level rise, and others, calls for action at every level of government and in the private and not-for-profit sectors; and

WHEREAS, fostering resilience is a long-term effort and requires holistic planning and preparation to increase resilience in the built, natural and social environment; and

WHEREAS, action, leadership and education of and by local governments and partners to improve resilience across disciplines provide multiple benefits; and

WHEREAS, these benefits include the implementation of green and gray infrastructure, protecting the natural environment, improving health and wellbeing and increasing economic and societal opportunities; and

WHEREAS, the East Central Florida Regional Resiliency Action Plan (ECF RRAP) was formulated for and by local governments, federal, regional and state agencies, educational institutions, NGOs, and other stakeholders; and

WHEREAS, the ECF RRAP recognizes the clear relationship between emergency management, planning, health & safety, and economic development and aims to continue to fill gaps within the region and pursue initiatives that will achieve measurable improvements in risk reduction and the building of resilience in the region; and

WHEREAS, the success of the ECF RRAP depends on the participation of and collaboration with all local jurisdictions and partners, and a commitment to work together toward common goals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

Section 1. Promote leadership, education and empowerment in government, public, and private sectors to foster the implementation of resiliency strategies across disciplines and communities.

Section 2. Provide opportunities and strategies to foster economic prosperity and improve social equity and justice in preparation for and recovery from stressors and shocks.

Section 3. Encourage development of cross-disciplinary plans, policies and strategies to protect the health, safety and economic welfare of residents, businesses and visitors through recognition that natural disasters, changes to climate, and human manipulation require careful consideration of when and how to develop infrastructure, natural resources and a built environment that can withstand and adapt to these changes.

Section 4. Create resilient communities by facilitating programs, opportunities, and community-wide education pertaining to local sustainability, disaster response, and climate change mitigation strategies.

BE IT FURTHER RESOLVED that the City of Cocoa supports and will work towards the implementation of relevant actions in the ECF RRAP, over the next five years, to further the following objectives:

- Incorporate resilience into local and regional plans, policies and objectives;
- Plan fiscally to implement resilient and sustainable solutions to long-term impacts;
- Implement strategies to promote adaptive measures that keep people and property safe from natural hazards;
- Engage and educate stakeholders and elected officials about strategies to increase resilience in the built, natural, and social environment;
- Protect high-value assets from natural hazards;
- Educate business about access to funding and financing services related to resiliency and sustainability;
- Facilitate and support the efficient recovery of business of business operations after an event;
- Increase skilled labor force;
- Improve social equity and justice in decision making process
- Prioritize the use of Green Infrastructure as a first line of defense;
- Promote interconnectivity of natural lands for habitat migration;
- Enhance stormwater systems to be more resilient;
- Improve water quality in surface water bodies;
- Preserve and adapt the built environment to keep people safe from and mitigate current and future natural hazards;
- Improve community mobility while improving vulnerable transportation infrastructure;
- Improve capacity of jurisdictions to better respond to hazard events;

- Improve capacity of medical facility operations to prepare for and recover from natural disasters and future conditions;
- Promote sustainable practices in government-owned facilities;
- Engage residents and business owners with locally relevant information about expected future changes in natural hazards and sustainable practices;
- Improve access to resources for the homeless, special needs, elderly, low income, and English-limited residents.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 27th day of February, 2019.

Jake Williams, Jr., Mayor

ATTEST:

Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2020-225

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; ADOPTING THE SUSTAINABILITY ACTION PLAN DEVELOPED AND RECOMMENDED BY THE SUSTAINABILITY ADVISORY COMMITTEE; AND EXPRESSING PROFOUND GRATITUDE TO THE SUSTAINABILITY ADVISORY COMMITTEE WHO HAVE ARTICULATED THE IMPORTANCE OF DEVELOPING A COLLABORATIVE FRAMEWORK FOR ACTION AND ARE COMMITED TO IMPLEMENTING SUSTAINABILITY MEASURES AS A GUIDING PRINCIPLE TO ENHANCE THE EFFORTS OF THE CITY OF COCOA; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on December 12, 2017, the City of Cocoa established by Resolution 2017-137 a Sustainability Advisory Committee to establish a scope of activities that the Committee may engage in and undertake, with recommendations being provided by City Staff and the City Council; and

WHEREAS, the Sustainability Advisory Committee has worked diligently these last 23 months to develop and create the Sustainability Action Plan with the assistance of City Staff that not only meets the needs of the present, but also considering the future generations of our Great City; and

WHEREAS, this Resolution shall serve to adopt the Sustainability Action Plan and recognize the members, both past and present, of the Sustainability Advisory Committee for their efforts to research, investigate, collaborate, prepare and review the sections of the Sustainability Action Plan for final presentation to Council; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Resolution is in the best interests of the public health, safety and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Purpose

The Sustainability Advisory Committee was established for the purposes of developing a Sustainability Action Plan for the City of Cocoa and consider and recommend a set of action, initiatives, strategies, policies and or programs related to one or more of the following:

1. Models for sustainability enhancements that serve low-income neighborhoods;
2. Public use of existing city-owned right-of-way areas along Indian River Drive, which may include demonstration gardens for lagoon-friendly landscaping, rain gardens, or living shorelines and may provide views for residents;
3. Opportunities to develop and or promote trails near Walmart, Cocoa Conservation and Bracco Pond;
4. Ways in which recycling access may be improved;
5. Opportunities for photovoltaic (PV) installations on municipal properties;
6. Opportunities to purchase alternative fuel vehicles for the City's fleet;
7. Opportunities to track and improve energy efficiency in the City's municipal buildings;
8. Partnerships with local education providers and already-existing programs with a focus on sustainable practices;
9. Review of the Code of the City of Cocoa and other City standards regarding invasive plantings and green building practices to incentivize green practices;

10. Methods to engage in community education and outreach to encourage sustainable and environmentally-friendly practices;
11. Identification of food desert neighborhoods and the potential for community gardens by partnering with faith communities and master gardners;
12. Continuation and/or expansion of the City's Rain Barrel program;
13. Development of a stormwater drain program, consisting of water catchment systems such as cisterns, vacated septic tanks, etc.; and
14. Any other proposed action, initiative, strategy, policy and program/opportunity that will promote sustainable practices in the City of Cocoa.

Section 2. Adoption of Plan.

The Sustainability Action Plan attached hereto as **Exhibit "A"** is hereby adopted and incorporated herein by this reference.

Section 3. Committee Recognition

The members of the Sustainability Advisory Committee dedicated long hours and countless research to develop, design and articulate the chapters in this Sustainability Action Plan. The members are to be commended for their efforts in helping make the City of Cocoa a more sustainable City.

Section 4. Repeal of Prior Inconsistent Resolutions

All other prior inconsistent resolutions adopted by the City Council are hereby repealed.

Section 5. Severability

If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, 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 resolution.

Section 6. Effective Date.

This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 27th day of October, 2020.

Jake Williams, Jr., Mayor

ATTEST:

Carie E. Sheely, MMC, City Clerk

SEAL

Legislation Details (With Text)

File #:	21-92	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	1/19/2021			**In control:**	City Council
On agenda:	1/26/2021			**Final action:**	
Title:	Consider the Reappointment of Sylvia Thomas as Seat #1 on the Diamond Square CRA through January 30, 2022. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01_18_2021 Thomas Application for Reappt.pdf Recorded_ Diamond Square Interlocal Agreement CRA with Brevard County.pdf Roster Diamond Square Redevelopment.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 19, 2021
Agenda Date: January 26, 2021
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Sylvia Thomas as Seat #1 on the Diamond Square CRA through January 30, 2022

BACKGROUND:

Ms. Sylvia Thomas, who is a current member of the Diamond Square CRA in Seat #1, has submitted an application for reappointment to the Agency for another one-year term. The Diamond Square CRA was reconstituted in 2019 through an Interlocal Agreement with Brevard County. In the Interlocal Agreement, it states the following:

c. Section 163.356(2), Florida Statutes provides that the terms of office of each Agency Commissioner will be for four years, except that three of the CITY appointed members first appointed hereunder shall be designated to service terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of four years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term.

d. Additionally, the Parties agree that upon completion of his or her current term, no Agency Commissioner may serve more than two (2) consecutive terms followed by at least one year off of

the board before they may be considered for reappointment. Upon reappointment, said individual will again be subject to the two (2) consecutive term limit.

On January 30, 2020, Ms. Thomas was appointed as the Seat #1 member and her term was for one (1) year. If reappointed, this will be her second consecutive one (1) year term and it would expire on January 30, 2022.

Ms. Thomas still meets all of the qualifications for serving on a City board.

A current Diamond Square CRA roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappoints to City boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Reappointment of Sylvia Thomas as Seat #1 on the Diamond Square CRA through January 30, 2022

Carie Shealy

From: noreply@civicplus.com
Sent: Monday, January 18, 2021 7:52 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Sylvia
Last Name	Thomas
Application Date	1/18/2021
Address1	717 Aurora Street
City	Cocoa
State	FL
Zip	32922
District	District 1
Home Phone Number	3215070932
Work Phone Number	3216371800
Cell Phone Number	3215070932
Other Phone Number	*Field not completed.*
Place of Business	Early Learning Coalition of Brevard County, Inc.
Title/Position Held	Lead, CCR&R Specialist

Date of Birth*	2/18/1962
E-mail Address	sylviamt18@yahoo.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Police Community Relations Advisory Board, Redevelopment Agency (Diamond Square)

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	No
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	Yes

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	Yes
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I reside in the City of Cocoa, this is home. I'm a graduate of Cocoa High School with Tiger Pride! I've seen this fair city grow and develop over the years and definitely it is making it's mark within the county with putting our city on the spotlight to attract others to purchase their homes & raise their families in our city. it is nothing like volunteering and to give back to your community, your city in ways to continue to have a voice in the growth of your community. Develop friendly relationships with neighbors, and councilmembers in unity. I've enjoyed sharing input and seeing things come to fruition as a member on the Diamond Square Board, what a wonderful and fulfilling gratitude to see the outcome of the Veterans homes for women, the new Dr. Joe L. Smith Community Center and more. The City of Cocoa is going to be breathe taking with the new housing development & businesses into the area, this is so important during this time in history to have a voice, and to volunteer with businesses helping other's. I'm a community-oriented person, like to see the reward after the solution has been established. The relationship building on these committees are team building to enhance what is there and to make better. Helping our citizens, our seniors each other as our sister's & brother's keepers for a fine community and/or

	communities, to become "Greater' City of Cocoa in her finest. There is great potential in our fair City to attract families, and people to pick up residence in Cocoa. I believe our city is the "sunshine" in the State, because we have what it takes as community team players to make things happen.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	African-American
Gender	Female
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Sylvia Thomas
Date:	1/18/2021
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION

IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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CFN 2019274806, OR BK 8617 PAGE 1078,
Recorded 12/18/2019 at 11:58 AM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:7

INTERLOCAL AGREEMENT
BETWEEN CITY OF COCOA,
DIAMOND SQUARE REDEVELOPMENT AGENCY, AND
BREVARD COUNTY

THIS INTERLOCAL AGREEMENT is entered into by and between the CITY OF COCOA, a Florida municipal corporation, 65 Stone Street, Cocoa, Florida 32922 (hereinafter "the CITY"), the CITY OF COCOA DIAMOND SQUARE REDEVELOPMENT AGENCY, (hereinafter "the AGENCY"), and BREVARD COUNTY, a political subdivision of the State of Florida, in its own name and in behalf of each County Taxing Authority, as defined in section 2b., below), 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter collectively called "the COUNTY").

WITNESSETH:

WHEREAS, the CITY created the AGENCY pursuant to CITY Ordinance 13-98 and after the COUNTY delegated its authority under Part III, ch.163, Florida Statutes, as set forth in COUNTY Resolution 097-161; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (TRUST FUND) pursuant to section 163.387, Florida Statutes, and CITY as a part of the noted CITY and COUNTY enabling authority; and

WHEREAS, the CITY and COUNTY have continuously paid their respective full trust fund payments required by section 163.387(1), Florida Statutes to the AGENCY since the first fiscal year of the AGENCY's operation; and

WHEREAS, the COUNTY is facing certain budget issues relating to road maintenance, construction and reconstruction due to county charter restrictions on ad valorem tax revenues and other factors; and

WHEREAS, the COUNTY has evaluated multiple options to address these budget issues; and

WHEREAS, part of a solution to the COUNTY budget concerns would involve negotiation of an interlocal agreement with various cities and AGENCYs with the goal of working toward reducing or ceasing the COUNTY's future annual trust fund contributions in order to utilize those funds for road maintenance, construction, and reconstruction; and

WHEREAS, the COUNTY and CITY also recognize that the AGENCY continues to serve an important public purpose and that continuing to encourage and foster redevelopment activities within the AGENCY's boundaries using AGENCY TIF Payments, consistent with the AGENCY's Redevelopment Plan, remains necessary to alleviate blight and slum conditions within the

AGENCY boundaries, and that the alleviation of these conditions is in the best interests of not only the citizens and businesses within the CITY, but the citizens and businesses of Brevard County as a whole; and

NOW, THEREFORE, the parties mutually agree as follows:

1. **RECITATIONS**. The foregoing recitations are true and correct and incorporated by this reference.

2. **DEFINITIONS**. The terms below shall have the indicated meanings.

a. "Increment" or "Tax Increment" shall have the same meaning as "increment" as set forth in section 163.387(1)(a), Florida Statutes.

b. "County Taxing Authority" means Brevard County, through its Board of County Commissioners and any COUNTY established Municipal Services Taxing Unit (MSTU) or dependent special districts in behalf of which the COUNTY levies taxes or approves a budget to the extent such MSTU or dependent special district is required to contribute a tax increment to the trust fund established by the CITY for the AGENCY in accordance with the requirements of section 163.387, Florida Statutes.

3. **AUTHORITY.** This agreement is being entered into under the authority vested in the parties by section 163.387(3)(b), Florida Statutes and, pursuant to that authority, supersedes any provision or requirement set forth in section 163.387, Florida Statutes to the extent of any conflict with this agreement and that statutory provision.

4. **AGENCY BOARD.**

a. Effective October 1, 2019, the Parties agree the Agency Board will be reformed in accordance with section 163.356, Florida Statutes as a seven (7) member board and as required by this Agreement.

b. In accordance with the provisions of section 163.356(2), Florida Statutes, one member of the board of commissioners for the AGENCY will be the Brevard County Board of County Commissioner in whose District the Agency is located. If that Commissioner desires to appoint a designee to take his/her place as the representative of the taxing authority, the designee must be approved by the COUNTY board as its representative and the designee must otherwise meet the qualifications at section 163.356(3)(b), Florida Statutes. The remaining six (6) members of the AGENCY Board shall be appointed by the CITY. Existing Agency Commissioners may be reappointed to the AGENCY Board. The Parties agree that section 163.356(3)(b) and 163.340(17), Florida Statutes, define the Agency's area of operation as equal

to the CITY's corporate limits. This Agency position is a full voting position. The District Commissioner's duty is considered an additional duty of office for the Brevard County Commissioner as authorized by section 163.356(2), Florida Statutes.

c. Section 163.356(2), Florida Statutes provides that the terms of office of each Agency Commissioner will be for four years, except that three of the CITY appointed members first appointed hereunder shall be designated to service terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of four years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term.

d. Additionally, the Parties agree that upon completion of his or her current term, no Agency Commissioner may serve more than two (2) consecutive terms followed by at least one year off of the board before they may be considered for reappointment. Upon reappointment, said individual will again be subject to the two (2) consecutive term limit.

5. **AGENCY TERMINATION DATE.** The AGENCY termination date is September 30, 2032. The Parties agree that the AGENCY, the CITY, and COUNTY shall take such actions as may be required to terminate the AGENCY on the termination date, which action shall include the amendment or repeal of any CITY or COUNTY resolutions or ordinances (1) delegating authority to the CITY to create a community redevelopment agency and (2) creating the community redevelopment agency and trust fund.

6. **COUNTY TAX INCREMENT PAYMENT**. As required by section 163.387, Florida Statutes, the COUNTY will continue its annual tax increment contribution to the AGENCY trust fund in every fiscal year through the AGENCY's termination date, however, said annual COUNTY contribution shall be capped at an amount not to exceed $150,000 in any fiscal year in which the AGENCY exists. In the event the COUNTY's tax increment exceeds $150,000 in any fiscal year ("Extra TIF"), nothing in this Agreement shall be construed or interpreted as preventing the COUNTY from contributing, in its sole discretion, the Extra TIF to fund any portion of an AGENCY redevelopment project described in Section 10 of this Agreement. The Parties agree that no County tax increment funds (TIF) will be used to fund travel expenses for Agency Board Members.

7. **INDEBTEDNESS AND PROPERTY.** No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the Agency from incurring indebtedness of any kind allowed by law. However, the Parties agree the maturity date for any existing or future indebtedness incurred by the Agency, for which COUNTY Tax Increment Fund payments have been pledged as a source of revenue, shall not extend beyond the Agency Termination Date. The CITY and AGENCY agree to obtain COUNTY agreement prior to incurring any new indebtedness for which the CITY and AGENCY will use COUNTY increment funds as the source of repayment. The CITY agrees to assume, and to be fully liable for any indebtedness owed, and

receive title to all property owned by the AGENCY after the AGENCY termination date, as provided in section 189.076(2), Florida Statutes.

8. **CITY PAYMENT INTO AGENCY TRUST FUND**. Nothing in this agreement shall be deemed to prevent the CITY from continuing to contribute into the AGENCY trust fund through the AGENCY termination date.

9. **ANNUAL AUDIT; REPORT; AND MEETING.** The AGENCY will comply with the annual reporting requirements in section 163.371, Florida Statutes and the financial audit report requirements in section 163.387(8), Florida Statutes, as amended from time to time. In accordance with Section 163.371(1), the COUNTY agrees that a digital map identical to the current version published by the AGENCY meets the requirement to show geographic boundaries. See http://cocoacity.maps.arcgis.com/apps/webappviewer/index.html?id=a9691ce49ac84cf193a6a42aab77f4f0. Additionally, the CITY and AGENCY agree to contractually require the independent auditor preparing the AGENCY's annual audit report to examine AGENCY expenditures and certify that all AGENCY tax increment revenues have been lawfully expended for the community redevelopment purposes authorized under the provision of chapter 163, Part III, Florida Statutes. If any AGENCY expenditure is not certified as compliant by the independent auditor, the CITY and AGENCY, at their discretion, will take whatever steps are necessary to bring any such expenditure into compliance including, but not limited to, contesting the independent auditor's opinion, reimbursing the AGENCY for such expenditure with CITY funds, or by such other lawful means. After submitting the annual AGENCY audit report, the City Manager of the CITY shall annually meet with the County Commissioner in whose District the AGENCY is located to discuss the annual audit reports, if the annual meeting is requested by said County Commissioner. No provision of this Agreement shall be construed or interpreted to restrict or prohibit the COUNTY from conducting, at its expense, any other audit of the AGENCY's expenditures as allowed by law.

10. **PROJECT IDENTIFICATION.** The Parties agree that the Diamond Square Community Redevelopment Plan Update, City of Cocoa, Florida, prepared by Real Estate Research Consultants, Inc., AECOM, and Planning Design Group, and dated March 2014 ("Agency Plan"), has been approved by the CITY, AGENCY and COUNTY, and that the Agency Plan is in full force and effect. The Agency plan specifically identifies the Agency redevelopment projects to be funded by tax increment funding and the funds proposed to be allocated to each such project. A list of the currently approved AGENCY projects, as set forth in the current Agency plan, is at Exhibit "A", attached and incorporated by this reference. Nothing in this section shall prevent the AGENCY, in its discretion, from reallocating plan approved funding to other projects identified in the approved Agency plan, provided that any new projects do not exceed the total planned expenditures outlined in the Plan. Any changes to the AGENCY's Plan subsequent to the execution of this Agreement shall require the approval of the Brevard County Board of County Commissioners. Acceptance of the Agency plan by the COUNTY shall

not be deemed to extend the term of the AGENCY beyond the term provided in this Agreement.

11. **LIMITATION ON ADMINISTRATIVE EXPENSES.** No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the CITY from annually providing administrative services to the AGENCY which are necessary and incidental to the implementation of the AGENCY Community Redevelopment Plan adopted by the CITY and the AGENCY. Additionally, each fiscal year, the AGENCY shall be permitted to reimburse the CITY for such annual administrative services. Said reimbursement, payable from COUNTY tax increment funds, shall not exceed twenty -five percent (25%) of the COUNTY TIF payments. However, the CITY may use other tax increment funds to reach the amount previously authorized by COUNTY Resolution No. 97-161 and CITY Ordinance No. 13-98 (Sec. 8-58(b), City Code) for each fiscal year in which reimbursement is made.

12. **EFFECT OF AGREEMENT.** This Agreement, including the exhibits, and any written amendments executed by the Parties to this Agreement constitute the entire agreement between the Parties. This agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by all parties. This Agreement supersedes all prior agreements to the extent that they are in conflict with this Agreement. This Agreement does not alter CITY Resolution No. 98-19, City Ordinance No. 13-98 and COUNTY Resolution No. 97-161. The Parties agree to modify or amend these documents on an individual basis, as applicable and necessary, to implement this Agreement. Nothing in this Agreement shall be interpreted as modifying the authority of the Board of County Commissioners as outlined in Section 3(b) of Resolution 97-161.

13. **ATTORNEY'S FEES.** In the event any litigation arises out of this Agreement or under this Agreement, each party shall bear its own attorney's fees and costs.

14. **NOTICES.** All notices, requests, demands and other communications which are required or may be given under this agreement shall be in writing and, in the case of notice to the City or County Manager, by email. Notice shall be deemed to have been duly given if emailed and by personal delivery or deposit of the same in first class mail, postage prepaid by certified mail:

CITY:
City Manager
City of Cocoa
65 Stone St.
Cocoa, FL 32922
(email address available at City Website)

AGENCY:
Community Redevelopment Agency Director
c/o City Manager
Diamond Square Community Redevelopment Agency

65 Stone St.
Cocoa, FL 32922

COUNTY: Brevard County Manager
2725 Judge Fran Jamieson Way
Viera, FL 32940
(email address available at County Website)

or to such other addresses such by notice in writing to any other parties.

15. **GOVERNING LAW.** The validity, construction and enforcement of and the remedies under this agreement shall be governed in accordance with the laws of the State of Florida, and venue of any proceeding shall be Brevard County, Florida.

16. **SAVINGS CLAUSE**. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

17. **EFFECTIVE DATE.** This Agreement shall take effect on the date that it is executed by both parties and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both Parties, the COUNTY shall promptly record this Agreement in the Official Records of Brevard County, Florida and return a recorded copy of this Agreement to the CITY's City Manager at the address listed in Notice Section of this Agreement.

18. **CONTINGENT.** This Agreement is contingent on the execution of an Interlocal Agreement between the Parties which terminates the U.S. 1 Corridor Community Redevelopment Agency by September 30, 2020 and which provides for the AGENCY to reimburse the COUNTY for the County portion of any tax increment funds paid to the AGENCY from October 1, 2019 to September 30, 2020.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and delivered by their duly authorized representatives.

ATTEST:

CITY OF COCOA

By: 09/25/2019
Its: Date
(as approved by the Board on September 25, 2019)

ATTEST:

CITY OF COCOA COMMUNITY REDEVELOPMENT AGENCY

By: 10/21/2019
Its: Date
(as approved by the Board on October 21, 2019)

ATTEST:

Scott Ellis, Clerk

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

By:
Kristine Isnardi, Chair
(as approved by the Board on September 5, 2019)

Diamond Square Redevelopment Agency	**(Reconstructed 1/30/2020) Meets Third Monday Every Month @ 6pm**			**Expirations Vary**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Seat #1: 1 year term Sylvia Thomas	717 Aurora Street Cocoa, FL 32922 Sthomas@ELCbrevard.org	636-0160 hm 507-0932 cell 637-1800 ext. 2001 wk	01/30/2020-1 year term	1/30/2021
Seat #2: 2 year term Ed Jones	1214 Holmes Street Cocoa, FL 32922-6159 Edjones45@aol.com	631-4003 wk 543-3523 cell	01/30/2020-2 year term	1/30/2022
Seat #3: 3 year term Delores Martin-Vice Chairperson	1314 Moss Lane Cocoa, FL 32922-6142 Drmartin324@gmail.com	305-6028	01/30/2020-3 year term	01/30/2023
Seat #4: 4 year term Tracy Moore-Chairperson	2747 Wentworth Place Cocoa, FL 32926-5865 rcptm@bellsouth.net	639-9917	01/30/2020-4 year term	01/30/2024
Seat #5: 4 year term Marilyn Ross-Smith	1056 Park Drive Cocoa, FL 32922 marilynsmithonline@gmail.com	795-1252 cell	01/30/2020-4 year term	01/30/2024
Seat #6: 4 year term Jackie Isom	1050 Bristol Drive Cocoa, FL 32922 Ms.jay50@yahoo.com	480-1763 cell	01/30/2020-4 year term	01/30/2024
Seat #7: District 2 County Commission: Larry Brown	1720 Cogswell St. Rockledge, FL 32955 brow3093@bellsouth.net	321-536-8235 – Cell 321-636-8338 – Home	03/25/20 - 03/24/24 – 4 year term	03/24/2024
LIAISON	Deputy Mayor Goins	474-4923	Updated 12/20	
Counsel: Joseph G. Colombo. PA	2351 W Eau Gallie Blvd Suite 1 Melbourne, FL 32935 josephcolombo@earthlink.net colombolaw@mommerscolombo.com			
RECORDING SECRETARY	Lori Chabot	433-8577		

Legislation Details (With Text)

File #:	21-78	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Multi-Year Contract
File created:	1/11/2021			**In control:**	City Council
On agenda:	1/26/2021			**Final action:**	
Title:	Award Bid #B-21-06-COC, City of Cocoa for Pond Maintenance Services, to Future Horizons, LLC, in the amount of $17,910.85; Approve a Resolution Authorizing the City Manager to execute change orders and other contract related purchases in an Amount Not To Exceed the budgeted amount. Authorize the City Manager to Execute the Original One Year Contract and Subsequent Four One-Year Renewals. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1_06_2021 Service Level Agreement.pdf Resolution for Pond Maintenance Services.pdf Master Bid Tabulation Sheet (B-21-06-COC).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2021
Agenda Date: January 26, 2021
Prepared By: Abigail Morgan, P.E., Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Award Bid #B-21-06-COC, City of Cocoa for Pond Maintenance Services, to Future Horizons, LLC, in the amount of $17,910.85; Approve a Resolution Authorizing the City Manager to execute change orders and other contract related purchases in an Amount Not To Exceed the budgeted amount. Authorize the City Manager to Execute the Original One Year Contract and Subsequent Four One-Year Renewals.

BACKGROUND:

City of Cocoa's Purchasing Department, on behalf of the Public Works Stormwater Division, solicited procurement of services to be provided from qualified firms for pond maintenance services at various stormwater facilities throughout the City.

The maintenance of the managed water bodies in the City of Cocoa is an important function of our stormwater program. Regular aquatic maintenance can lead to higher water quality and prevention of potential flooding impacts. The Scope of Work calls for the contractor to provide all supervision, labor, equipment, materials and fuel to perform grounds, aquatic weed control and pond maintenance for twenty-three stormwater ponds (approximately 87 acres). This includes ponds that were not

previously managed under the aquatic maintenance program.

The solicitation is to establish a term contract for one (1) year with four (4) annual renewal options. Staff recommends awarding the contract to Future Horizons, LLC, determined as the lowest responsive and responsible bidder.

The bids received for this contract are listed below, starting with the lowest bidder:

Vendor	Base Bid
Future Horizons, Inc.	$17,910.85
Environmental Services Unlimited	$23,700.00
Florida Waterways, Inc.	$27,852.00
Aquagenix	$31,185.85
Aquatic Vegetation Control	$93,582.00
Aquatic Weed, Inc.	$3,420,686.48

STRATEGIC PLAN CONNECTION:

Comprehensive Plan Objective 6.1.2: Maintenance and Operation of Public Stormwater Facilities states, The City shall ensure that all stormwater management systems under the City's authority receive the proper levels of operation and maintenance necessary for the effective accomplishment of their intended water management functions.

BUDGETARY IMPACT:

Budgeted Yes
If not budgeted, is amendment/transfer attached? Choose an item.

Pond Maintenance Services
Amount Requested $17,910.85
Account Number _423-3570-538.31-00
Account Name _Professional Services

Allow City Manager to Approve Change Orders
Amount Requested $7,089.15
Account Number 423-3570-538.31-00_
Account Name Professional Services

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Award Bid #B-21-06-COC, City of Cocoa for Pond Maintenance Services, to Future Horizons, LLC, in the amount of $17,910.85; Approve a Resolution Authorizing the City Manager to execute change orders and other contract related purchases in an Amount Not To Exceed the budgeted amount. Authorize the City Manager to Execute the Original One Year Contract and Subsequent Four One-Year Renewals.

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-06-COC)

This Agreement made and entered into on the 6th day of January, 2021 by and between Future Horizons Inc., authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of P.O. Box 1115, Hastings, FL 32145 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 and provide all supervision, labor, equipment, materials and fuel to perform grounds, aquatic weed control and pond maintenance as indicated in this statement of work;

   a. **Supervisor:** The contractor shall provide an individual who shall be responsible for the performance of the work. The name of this person and alternate(s) who shall act for the contractor when the supervisor is unavailable shall be designated in writing to the Project Manager or other designated City employee.
   b. **Authority:** The Project Manager or alternate shall have full authority to act for the Contractor on all matters relating to operations of this contract.
   c. **Availability:** The supervisor or alternate shall be available during normal business hours within 24 hours to meet with City Personnel designated by the Project Manager to discuss problem area.
   d. **Office and/or Facility:** There shall be an office and/or maintenance facility located within 120 miles of the City of Cocoa.

1.1. Employees

   a. **Contractor Personnel Appearance:** Contractor personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing distinctive clothing bearing the company name or by wearing appropriate badges which contain the company and employee name.
   b. **Vehicle Operator Licenses:** The contractor shall ensure that all vehicle operators have a valid Florida operators' license for the type of vehicle being driven, prior to starting work.

1.2. Quality Control

   Quality Control Plan: The contractor shall establish and maintain a quality control plan to ensure the requirements of the contract are provided for as specified.

1.3. Standards of Work

a. **Standards of Service:** The standards of service provided by the contractor shall be equal to City of Cocoa standards and those normally expected of a competent firm engaged in the aquatic weed control services business.
b. **Qualified Technicians:** The contractor is held responsible for providing fully qualified and licensed/certified technicians/workers to perform the tasks necessary in providing these services.
c. All chemicals applied shall be included on the current list of approved herbicides through IFAS https://plants-archive.ifas.ufl.edu/manage/developing-management-plans/chemical-control-considerations/herbicides-registered-for-use-in-florida-waters.

1.4. Hours of Work

Work may be performed by the contractor between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. No work may be performed before sunrise or after sundown without advance written permission from the City.

1.5. Damage to City Property

The contractor shall take necessary precautions to protect City property. Any damage to City property resulting from the wrongful or negligent acts of the contractors' employees shall be repaired or replaced by the contractor or be deducted from the payment due the contractor.

1.6. Safety

The contractor shall exercise proper safety procedures which are in accordance with all state, local, and OSHA regulations or standards.

1.7. Contractor Work Plan

The contractor shall furnish with his bid a complete proposal of his/her plan for accomplishing the required work, including a list of the equipment and personnel intended to be used.

e. Removal of all trash and other nonorganic materials (bottles, cans, litter, etc.) that are floating in the pond or at the water line will be conducted as part of each inspection. Management reporting will be used to verify trash removal activities. Trash to be removed is limited to trash which can physically enter the pond via the storm sewer system. The total amount/volume of trash collected must be reported with the bimonthly report.
f. Overflow structures shall be cleared of weeds and debris at each inspection. The total amount/volume of weed and debris collected must be reported (added to item e) with the monthly report.
g. Heavy physical removal of organic materials is not part of this contract and will be negotiated separately. Provide mechanical harvesting based on a unit cost listed on the Bid Schedule.
h. Management reporting will require the use of inspection forms by the contractor and provide it to the City and will be used as a basis for Invoice approval and contract performance inspection. Any activity conducted as part of the contract will have to be submitted within 72 hrs. of the activity taking place. The report(s) shall include the types of weeds treated, the chemicals and the equipment used for the treatment.

1.8.3. Inspection and Unsatisfactory Work

During periods of pond maintenance, the contractor shall consult with the City for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, the contractor shall perform whatever work is necessary without additional compensation. Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

2. **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.

3. **TERM**

The term of said agreement is for one (1) year with four (4) annual renewal options. In the event services are scheduled to end due to expiration of the contract, CONTRACTOR, if requested by the CITY, and at the mutual written agreement of both parties, will continue services for up to one hundred eighty (180) calendar days beyond existing contract expiration date. CONTRACTOR shall be compensated at the rate in effect when contract extension amendment is executed by both parties. Renewals shall be granted by the City Manager services are in the best interest of the CITY.

4. **CONTRACT TIME**

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. Prior to issuance of a Notice to Proceed by the CITY, the CONTRACTOR must provide proof of Employment Eligibility in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

c. 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 (NTP) or Purchase Order. The CONTRACTOR upon receipt of NTP must provide an anticipated work schedule to the Project Manager prior to work commencing. The City anticipates issuing the Notice to Proceed no later than **January 30, 2021**. The work must meet the requirements specified within Para 1. Description of Services and quality of work accepted by the Project Manager. All provisions regarding quality of supply and delivery of said product are essential to the performance of this Contract.

d. The parties acknowledge that the services provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

e. *If applicable* to the supply and delivery required by this Agreement, Float time is allocated specifically to the Contractor's responsibility for coordination of with the Project Manager as described in the General Conditions and is included in the Contract Time provided by this Section. OWNER will not consider any Contract Time extensions related to supply and delivery matters including, but not limited to, scheduling conflicts, unless the delays exceed the float time and also extend the critical need of product.

5. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the Contract Documents. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$250.00** for each day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and **$250.00** for each day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete, and that OWNER has paid to CONTRACTOR the consideration of Ten ($10.00) Dollars as consideration for this provision. The liquidated damages provided in this Section are intended

to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

6. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the services outlined and in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Annual Contract Price of **Seventeen Thousand Nine Hundred Ten Dollars, Eighty Five Cents ($17,910.85)**. CONTRACTOR agrees to accept the Contract Price as full compensation for the annual maintenance 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) Services conducted under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Delivery site conditions, (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges the services rendered may involve significant Work adjacent to, above, and in close proximity to CITY Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of access to restricted areas and coordination by the CONTRACTOR.

(1) 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 scope of work and any conflicts relating to providing such services.

(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 providing pond maintenance services with the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the Project Site.

Payments will be made to the CONTRACTOR for actual quantities installed 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.

7. **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 therefore; or

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.

8. **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.

9. **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

10. **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.

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.

11. 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.

12. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - 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, the Project Manager or his/her 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 the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of supply and delivery, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work 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 Work**. The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates**. The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

13. **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 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.

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 supply and delivery under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work 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 equipment, including any tools required for the supply and delivery of required services necessary for the proper maintenance 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 transport and delivery, 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 supply and delivery to the full extent provided in the 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 defective or materials discovered upon notice of the acceptance of delivered product 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 products delivered under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the supply and delivery performed pursuant to this Agreement will be free from defects and that the supply and delivery will strictly conform with the requirements of the Contract Documents. Supply and delivery 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 supply and delivery for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon product warranties or

CONTRACTOR's payment and performance Bond(s) or OWNER's improper storage that would affect the products composition or quality.

15. **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 delivery 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 work provided hereunder.

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. ~~**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.~~

23. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work 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 industry, or a sole proprietor or partner who is actively engaged in the construction 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 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.**

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. **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.

31. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

32. **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.

33. **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.

34. **DRAFTING** - OWNER and CONTRACTOR 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.

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:

FUTURE HORIZONS INC.
Attn: Christopher Railing / Field Operations Supervisor
PO Box 1115
Hastings, FL 32145

For OWNER:

City of Cocoa
Attn: City Manager and _____
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

(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, Future Horizons 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

Christopher Railing / Field Operations Supervisor
Name and Title of Contractor's Authorized Official

9/31/2020
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]

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-06-COC)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Michael Blake, Mayor
Date: _____

Or:

By: _____
Stockton Whitten, City Manager
Date: 1/6/2021

SEAL

ATTEST: _____
Carie Shealy, City Clerk

CONTRACTOR

FUTURE HORIZONS INC.

By: _____
Print name/title: Christopher Railing / Field Operations Supervisor

Date: 12/31/2020

STATE OF FL
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 31st day of December, 2020 by Christopher Railing, the Field Operations Supervisor of Future Horizons, Inc., who is personally known to me or who produced _____ as identification and who did take an oath.

EMMA R DEAN
Notary Public - State of Florida
Commission # GG 914320
My Comm. Expires Oct 18, 2023
Bonded through National Notary Assn.

_____
(Notary Public Signature)
EMMA R. DEAN
(Print Name)
Notary Public, State of Florida
Commission No.: GG914320
My Commission Expires: 10/18/2023

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE SERVICE CONTRACT RELATED TO THE CITY OF COCOA POND MAINTENANCE SERVICES PROJECT IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL; 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, 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 City of Cocoa Pond Maintenance project provided the total amount of approved change orders and any additional service contracts do not cause the total construction budget to exceed the budgeted amount by the City Council 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 the 26th day of January, 2021.

_____
Michael Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

CITY OF COCOA
MASTER TABULATION SHEET

Concrete Sidewalk, Curb and Gutter Construction Svcs

ITB B-21-05-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
Environmental Services Unlimited	$ 23,700.00	$ 23,700.00
Horizons Inc.	**$ 17,910.85**	**$ 17,910.85**
Aquatic Vegitation Control	$ 93,582.00	$ 93,582.00
Florida Waterways Inc.	$ 27,852.00	$ 27,852.00
Aquagenix	$ 31,185.85	$ 31,185.85
Aquatic Weeds Inc.	$ 3,420,686.48	$ 3,420,686.48
	$ -	$ -

Legislation Details (With Text)

File #:	21-80	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	1/12/2021			**In control:**	City Council
On agenda:	1/26/2021			**Final action:**	
Title:	Approve a multi-year contract with SageView Advisory Group for financial consulting services for the City's 457(b) and 401(a) retirement plans from February 1, 2021 to January 31, 2024 with two two-year renewal options and authorize the City Manager to negotiate and sign city attorney approved agreement and any renewal terms. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	Consultant Quotes.pdf SageView_Response_to_RFQ_-_City_of_Cocoa.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 12, 2021
Agenda Date: January 25, 2021
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a multi-year contract with SageView Advisory Group for financial consulting services for the City's 457(b) and 401(a) retirement plans from February 1, 2021 to January 31, 2024 with two two-year renewal options and authorize the City Manager to negotiate and sign city attorney approved agreement and any renewal terms.

BACKGROUND:

The City of Cocoa currently has multiple retirement plans and recordkeepers due to some grandfathered plans and employee offerings. In summary, the City currently administers:

Plan	# Participants	Total Plan Assets (as of 9/30/2020)
ICMA 457(b) Deferred Compensation Plan	210	$ 5,909,321.72
ICMA 401(a) Defined Contribution Plan	2	$ 269,389.76
Nationwide 457(b) Deferred Compensation Plan	188	$ 5,159,912.67
Suntrust 401(a) Defined Contribution Plan	3	$ 2,002,049.77
ICMA Roth	12	$ 14,937.95
Total Plan Assets		$13,355,611.87

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Each of these plans have separate recordkeepers. Additionally, the City has three defined benefits plans that are administered with plan administrators, board of trustees, and advised by financial advisors and legal representatives. To assist with responsible fiduciary oversight that includes management and possible consolidation of the plans, Staff desires to obtain the services of a retirement investment consultant. The City, as the plan sponsor, has a fiduciary duty under the common law related to trusts, to the plan and plan participants. The Department of Labor has established guidance for retirement plans and recommends plan sponsors to acquire financial consulting services to:

- Determine the needs of the plan's participants;
- Assess the qualifications of the service provider;
- Review the services provided and fees charged by different providers;
- Select the provider whose service level, quality and fees best match the plan's needs and financial situation; and
- Review the provider's performance at reasonable intervals so as to ensure that the provider is complying with the terms of the plan and statutory standards, and is satisfying the needs of the plan.

On November 25, 2020, a request for quote (RFQ) was advertised for a retirement plan investment consultant to provide guidance on the City's 457(b), 401(a), and Roth retirement plans and advise on the possibility of consolidating into less recordkeepers. The RFQ resulted in six quotes submitted and one declined quote. In summary, proposals were received from (alphabetical order):

1. Andco Consulting
2. Burgess Chambers & Associates, Inc.
3. John Everette Street
4. Resources Investment Advisors, LLC
5. Retirement Plan Advisors
6. SageView Advisory Group

Of the six quotes, the three lowest priced vendors were invited for a presentation meeting which was held on January 5. Meetings were held with Burgess Chambers, Resources Investment Advisors, and SageView Advisory Group. After a review of the services offered by these retirement investment consultants, Staff recommends to award the contract to SageView Advisory Group. In summary, SageView Advisory Group has the lowest pricing for consulting services with pricing of 0.10% of the Plans' total assets with a minimum of $20,000. Additionally, local references of clients were reviewed and were all highly favorable.

There is no direct budgetary impact to the City for these fees, as the fees will be split among the different retirement plans and passed through to the plan participants. Staff requests Council approval of the multi-year agreement with SageView Advisory Group.

STRATEGIC PLAN CONNECTION:

Having a retirement plan investment consultant will assist in the preparation for the City employees retirement.

BUDGETARY IMPACT:

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

There is no direct budgetary impact for the City, as the fees will be built into associated retirement plans and the vendor will be paid by the plan providers.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a multi-year contract with SageView Advisory Group for financial consulting services for the City's 457(b) and 401(a) retirement plans from February 1, 2021 to January 31, 2024 with two two-year renewal options and authorize the City Manager to negotiate and sign city attorney approved agreement and any renewal terms.

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City of Cocoa
Retirement Plan Investment Consultant Quote Summaries

Company	Status	Submission Date	Pricing Summary
AndCo Consulting 4901 Vineland Road Suite 600 Orlando, FL 32811 Kim Goodearl Phone: 407 6271831 Fax: 863 2928717 kimg@andcoconsulting.com	Submitted	12/4/2020 15:19	Annual retainer fee: $25,000; no additional fees. This proposed fee is for a full-service relationship. Fee includes travel and out-of-pocket expenses.
Burgess Chambers & Associates, Inc. 315 E. Robinson St. Suite 690 Orlando, FL 32801 Richard Snyder Phone: 407 6440111 Fax: 407 6440694 info@burgesschambers.com	Submitted	12/3/2020 11:55	One-time cost for this project: $9,000; If retained for service consultant: 0.12% of the Plans' total assets or an annual fee of $20,000 guaranteed for a minimum of 3 years
JOHN EVERETTE STREET 10199 SOUTHSIDE BLVD STE 200 BLDG 1 JACKSONVILLE, FL 32256 JOHN STREET Phone: 904 5300020 Fax: 904 6267996 ESTREET@CAPFINSTRATEGIES.COM	Submitted	12/4/2020 15:41	Fees: .85% of aggregate assets per year ($107,025.75); Will provide comprehensive investment management, consulting for plan design and compliance, and employee benefits consulting specific to each employee's active participation in plan(s). We will be available to meet with Human Resources Leadership in person or virtually, biweekly, as needed. Individual employee meetings on an annual basis included in fee.
NossamanLLP 777 South Figueroa Street, 34th Floor Los Angeles, CA 90017 Anisa Salam Phone: 213 6127800 Fax: rfps@nossaman.com	Do not wish to submit a quote	11/30/2020 17:09	n/a
Resources Investment Advisors, LLC 4860 College Blvd, Suite 100 Overland Park, KS 66211 Ronald Letaw Phone: 813 8681923 Fax: rletaw@m-rpa.com	Submitted	12/1/2020 9:28	One-time cost for this project: $10,000; If retained for service consultant: an annual fee of $24,500

City of Cocoa
Retirement Plan Investment Consultant Quote Summaries

Company	Status	Submission Date	Pricing Summary
Retirement Plan Advisors 105 West Adams, Suite 2175 Chicago, IL 60603 Jackie Healy Phone: 312 7011100 Fax: jhealy@retirementplanadvisors.com	Submitted	12/3/2020 16:50	Depending on the final scope of work, a minimum of $10,000 and not to exceed $25,000.
SageView Advisory Group 1645 Palm Beach Lakes Blvd, Suite 1200 West Palm Beach, FL 33401 Lisa Garcia Phone: 407 7913562 Fax: lgarcia@sageviewadvisory.com	Submitted	12/4/2020 11:48	One-time cost for this project: $7,500; If retained for service consultant: 0.10% of the Plans' total assets with a minimum of $20,000

SAGE VIEW



RESPONSE TO REQUEST FOR QUOTATION

City of Cocoa, Florida

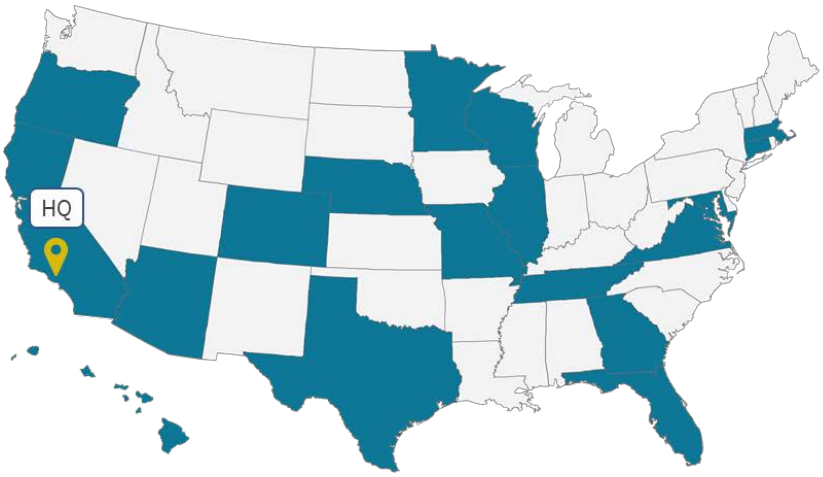
Retirement Plan Investment Consultant - Quote 21-01-COC

Lisa Garcia, AIF®, QPFC, MBA
SageView Advisory Group
(407) 791-3562
lgarcia@sageviewadvisory.com

ABOUT SAGEVIEW ADVISORY GROUP

SageView Advisory Group, LLC ("SageView") is a SEC Registered Investment Advisory ("RIA") firm founded by Randall Long in 1989 to provide fiduciary and investment consulting services to retirement plans. The core focus of the firm is providing retirement plan consulting services to corporate, not-for-profit and governmental plan sponsors and we have no intention of changing that course. We are privately-owned and operated by employees, and there have been no changes in that structure since inception. **Our primary business is retirement plan consulting which accounts for 82% of our revenue**. 11% is derived from a small high-net worth wealth management division and 7% is derived from our actuarial practice group.

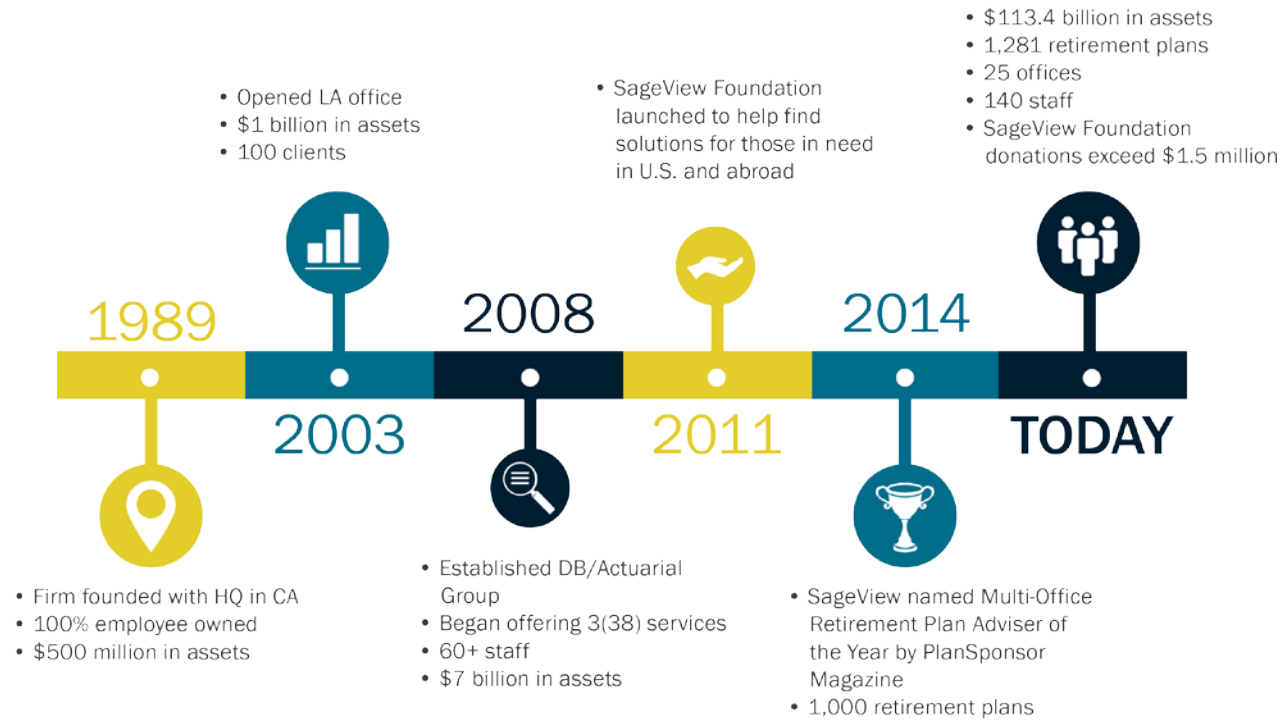
SageView has 140 employees across 25 offices nationwide in the following locations:



Locations

Atlanta, GA
Austin, TX
Boston, MA
Chicago, IL
Dallas, TX
Denver, CO
Honolulu, HI
Houston, TX
Kansas City, MO
Knoxville, TN
Lafayette, CA
Los Angeles, CA
Milwaukee, WI
Minneapolis, MN
Nashville, TN
Newport Beach, CA
Omaha, NE
Pasadena, CA
Phoenix, AZ
Portland, OR
Richmond, VA
Woodside, CA
Washington, DC
West Hartford, CT
West Palm Beach, FL

Please see below for a timeline of our firm's history:



KEY SAGEVIEW FEATURES

- Serves 1,281 retirement plans with assets of approximately $113.4 billion as of 06/30/20
- Early proponent and practitioner of fully transparent relationships
- Named fiduciary partners with clients—committed in service agreements
- Focus on maintaining Plan fees and expenses that are reasonable for services provided
- Deliver objective investment research and advice based on proprietary processes
- Principals of the firm average more than 30 years of industry experience

OUR QUALIFICATIONS

SageView is qualified and willing to accept written designation as investment counsel to the City's Committee. We will act as a fiduciary, rendering investment advice as required by the Committee. We have extensive experience providing investment consulting services to plans similar to those offered by the City. If we are selected as your new investment advisor, we welcome the opportunity to enhance your Plan by providing sound investment advice, ongoing guidance on Committee and Plan governance, and support for employee educational initiatives relating to Plan benefits and investment options that can help employees retire with increased financial security.

SageView is registered as an investment advisor with the SEC and can act as a fiduciary to the plan in either a nondiscretionary or a discretionary capacity. We serve as a fiduciary for 100% of our retirement plan clients. In fact, we were one of the first firms in the country that committed—in writing—to serve as fiduciary to a retirement plan and accept fiduciary responsibility for all of our clients. The materials we provide, procedures we help put in place, and our ongoing consultation will enable the plan fiduciaries to maintain compliance with the Uniform Fiduciary Standards of Care.

In addition, SageView voluntarily undertakes an annual audit by the Centre for Fiduciary Excellence ("CEFEX"), an independent third-party, to certify that our firm is adhering to the best fiduciary practices in the industry. The certification process is based on the international standard, ISO 19011: *Guideline for Quality Management System Auditing*. The audit is evidence-based, and all work is reviewed by the CEFEX Committee to ensure impartiality and consistency. The assessment typically includes document review, client file sampling, random on-site client visits and interviews with senior representatives. **With this certification, the City can take comfort that a qualified third-party is vetting our process and controls for providing fiduciary support** and can be rest assured that SageView's interests are aligned with those of investors, and we will always comply with fiduciary best practices. In 2019, SageView was one of eight CEFEX-certified firms recognized for our decade of adherence to a defined Standard of Practice.

Speaking specifically about retirement plan investment management, **our 3(38) discretionary manager procedures have also been certified by DALBAR**. Certifications can only be issued to financial professionals and firms who have at least five years of experience; a clear regulatory record; knowledge appropriate for services offered; and exceed national benchmarks in Trust, Financial Performance, Satisfaction with Services, and Quality of Advice.

GOVERNMENTAL / PUBLIC EXPERIENCE

As of June 30, 2020, SageView provides services to 75 plans sponsored by Governmental / Public entities with $10.9 billion in combined plan assets. Our current clients include a diverse array of states, counties, cities, and other governmental agencies throughout the nation. We have been providing investment consulting services to public sector clients for more than thirty years since our inception and we would encourage you to ask our clients about our reputation for assisting them to create best-in-class retirement programs for public sector employees.

SageView is firmly committed understanding and advocating for the unique needs of public sector retirement plan sponsors and employees. To further demonstrate our commitment to the governmental

deferred compensation industry, **SageView is one of few consulting firms which are a Gold Level sponsor at the National Association of Government Defined Contribution Administrators ("NAGDCA") conference each year** and sends several employees to attend and contribute to the conference. In fact, one of SageView's lead consultants currently serves as the NAGDCA Industry Committee President. In this role, he gains valuable insights into public sector best practices, and will share those with the City's Committee to keep your retirement program on the cutting edge versus your peers.

DIFFERENTIATORS

In general, below is a summary of what we believe are our key differentiators, and why we think we are a good fit for the City:

- Our **culture of collaborative service**, which leverages expertise across our firm to strengthen how we serve our clients both geographically and technically.
- Our investment in **proprietary analytics** technology, managed and implemented by an **experienced Investment Committee** that allows us to evaluate and formulate opinions on an incredibly broad range of investment options.
- Our **focus on fiduciary duties**, and how we help fulfill them.
- Our **desire to help employees be prepared for retirement**, and our commitment to providing resources to achieve that goal.

YOUR SAGEVIEW TEAM

SageView has extensive industry knowledge and veteran project management experience, consulting with a wide range of organizations nationally. We employ a broad spectrum of employees with specific areas of focus that are all resources to the service teams supporting clients, as well as the clients themselves. Roughly 90% of all SageView employees are specifically focused on retirement planning and those employees include:

- 13 CFA Charterholders
- 5 attorneys (JDs)
- 6 Certified Public Accountants (CPA)
- 7 Certified Investment Management Analysts (CIMA®)
- 17 Qualified Plan Financial Consultants (QPFC) / Certified Plan Fiduciary Advisor (CPFA)
- 7 actuaries
- 2 Accredited Investment Fiduciary Analyst (AIFA)
- 7 Certified Financial Planners (CFP)
- 1 Chartered Financial Consultant (ChFC)
- 2 Certified 401(k) Professionals (C(k)P)
- 21 Accredited Investment Fiduciaries (AIF®)

The City of Cocoa would be served by lead consultant Lisa Garcia out of Orlando, FL and supported by the following team members out of our Florida office who specialize in governmental retirement plans.



Lead Consultant
Lisa Garcia, QPFC, AIF®, MBA

Overall experience with employer-sponsored retirement plans
Lisa has vast experience working with plan sponsored retirement plans in both the private and public sector servicing defined benefit plans, 401(a), 401(k), 457(b) deferred compensation and executive supplemental retirement plans. She has been able to drive significant efficiencies and cost savings to many other governmental entities throughout the state of Florida. Lisa's goal is to enhance the retirement program for the benefit of the employees while helping plan sponsors meet their fiduciary responsibilities and is very knowledgeable with the City of Cocoa's current providers and the various recordkeeping platforms and services available in the marketplace. She is currently serving a two-year term as a member on the NAPA Leadership Council. NAPA is an organization part of the American Retirement Association, based in the Washington, D.C. area, leading advocacy efforts on behalf of the retirement plan industry.

Education, honors, designations and other credentials
University of Buffalo, B.S. in International Business and World Trade
University of Phoenix, MBA with a specialization in Human Resource Management
Accredited Investment Fiduciary (AIF)
Certified Plan Fiduciary Advisor (CPFA)
Certified Health Savings Advisor (CHSA)

Series 6, 63, 7 and 65 Registered
NAPA Top Women Advisor, 2016, 2017, 2018
NAPA Top Retirement Advisors Under 40, 2018

Managing Director, Senior Consultant
Jeffrey Petrone, AIF®, QPFC

Overall experience with employer-sponsored retirement plans
Jeff has been in his current role since he joined SageView in 2007. Prior to that, Jeff made significant contributions to the employee benefits and retirement practices of Mercer. He began his career with the financial planning division of Citigroup in West Palm Beach, Florida. He has 18 years of retirement plan experience. Jeff collaborates with Lisa and the rest of the teams locally and nationally to ensure the right resources are available as expectations are met.

Jeff speaks regularly at conferences including the National Health Benefits Conference & Expo, Employee Benefits Network Annual Summit, HR Florida, SHRM Conferences, NAPA 401(k) Summit, Florida Public Human Resources Association and others. He also provides thought leadership to some of the largest retirement plan administrators in the country serving on their financial advisory boards. Jeff has consistently used his knowledge and experience with retirement plan management to help with the development of new tools and products to better serve the retirement plan industry. Most recently, Jeff completed a 2-year term on the NAPA 401(k) Summit Planning Committee. This period also marked the most successful consecutive years of the Summit.

Education, honors, designations and other credentials
Villanova University, B.S. in Finance
Accredited Investment Fiduciary (AIF)
Qualified Plan Financial Consultant (QPFC)
Series 6, 63 and 65 registered

Case Study of Similar Project:

Plan Demographics: 401(a) & 457(b) Plan, $19 Million in assets, 158 employees

	Current	New
Vendors	2 Recordkeeping Providers	Consolidate to 1 Provider
Recordkeeping Fees	0.79% or $150,000 (combined) • Provider A – 0.91% • Provider B – 0.54%	Total fees - 0.07% or $13,300
Investment Expenses	Multiple Investment Menus • Provider A – 1.28% • Provider B – 0.90%	One Streamlined Investment Menu • Weighted investment expenses: 0.23%
Investment Options	38+ Target Date Funds	15+ Target Date Funds

Approximate reduction of 90%!

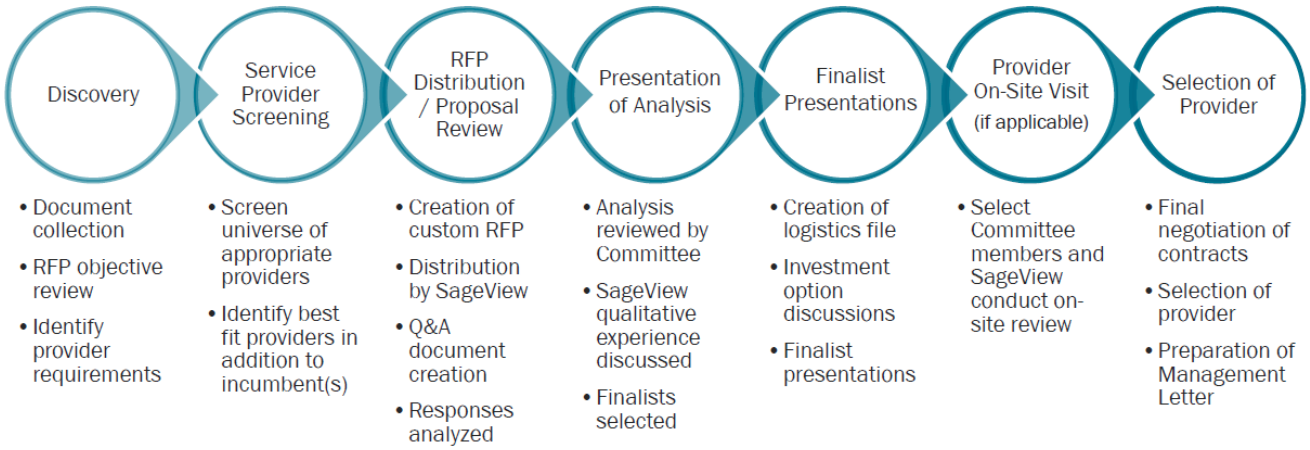
RECORDKEEPER SERVICE BENCHMARKING (RFP/RFQ)

SageView has a three-person team dedicated to executing all RFP projects for SageView nationally that will work alongside your proposed lead consultants. In the past 36 months, SageView's RFP team has conducted over 300 RFPs for clients ranging from start-up plans to over $2 billion in plan assets. This volume has provided us deep insights into the most recent information regarding major recordkeepers.

Our due diligence process focuses on the following areas:

- Vendor experience
- Recordkeeping & Administration services
- Service team
- Plan document services
- Data security
- Employee education capabilities and deliverables
- Conversion and implementation capabilities / experience
- Plan investment options / flexibility
- Plan costs, both investment and hard dollar
- Participant costs
- Specialized areas custom to a plan such as Spanish capabilities, Self-Directed Brokerage, managed accounts, company stock or in-plan annuity capabilities / offerings, custom asset allocation modeling, non-qualified plan capabilities, etc.

Our team has deep experience conducting Plan Benchmarking and Vendor searches and utilizes a proprietary, 7-phase Vendor Comparative Analysis process to guide our clients through the exercise. Our process guides clients from the initial phase of reviewing their plan and determining their specific needs, to the final stages of visiting the vendor site locations to better understand the people and cultures offered by a select group of vendors. This is approximately a 3-month process and the phases are outlined below:

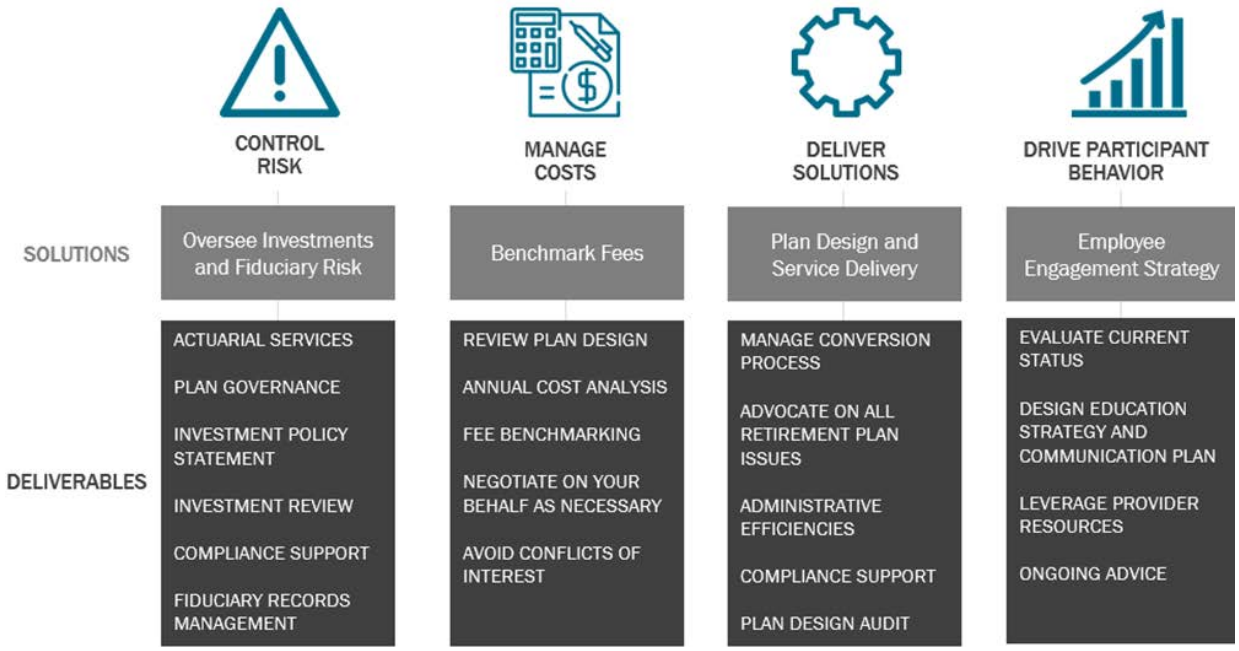


ONGOING RETIREMENT PLAN INVESTMENT CONSULTING (If Desired)

The core focus of the firm is providing retirement plan consulting services to corporate, not-for-profit and governmental plan sponsors. Since the firm's inception in 1989 we have been providing the fiduciary and investment services the City is seeking.

Fiduciary Governance Process

The key elements of our sound fiduciary process begin with a prudent governance structure which includes controlling risk, manage cost, proactively deliver solutions ensure the employees are receiving the resources they need. The process is outlined further below:



SageView will provide the City's committee members fiduciary training consisting of 6 different modules, which we can deliver in person or via webinar. This training serves as good evidence the Committee is fulfilling part of their fiduciary duties. Albeit a good start, setting up a plan governance structure and fiduciary training is only half of the overall fiduciary responsibility, as it is equally imperative to monitor the process and document committee decisions. Your SageView consultant will provide minutes to every meeting held and create a fiduciary file of related plan documents.

As a co-fiduciary, we have a vested interest in the success of your retirement plan from an investment and fee perspective, as well as a compliance perspective. While the plan documents are provided and maintained by your recordkeeper, SageView encourages all of our clients to review plan documents periodically, regardless if there are changes, to ensure that the plan is being operated and administered as the document is written, and also to ensure it is consistent with best practices and trends. If during a document review, compliance concerns are found, in addition to collaborating with your plan administrator(s), SageView has five attorneys on staff, and while these attorneys cannot provide legal advice, they have an in-depth knowledge of regulations and law and would be available to consult with the Committee as needed for no additional fee.

Investment & Fee Reporting

On a quarterly basis, the Committee will receive a comprehensive investment report created utilizing our proprietary reporting software, which allows us to customize our reports to meet our clients' needs. The performance reports are prepared quarterly and are typically available 30 days after the end of the quarter.

During the Committee meeting, the SageView team will present capital markets overview, legislative and industry updates, relevant fiduciary documentation updates that require the Committee's attention, as well as any administrative issues / items. Following this discussion, a full consolidated review of the plan' investments will take place. This review includes a review of each investment's performance against the relevant benchmark and peer group, expenses, the SageView scoring methodology, and the plan's investment policy statement ("IPS") to ensure the funds are still meeting criteria set forth in that document. SageView as a non-discretionary investment advisor will make recommendations for funds to be placed on or removed from the Watch List or terminate and replace a fund with an alternative option. A typical quarterly report contains the following information:

- Capital Markets Overview
- Legislative & Regulatory Update
- Portfolio Return vs. Custom Benchmark
- Plan Asset Allocation
- Fund Performance
- Fund Score Summary
- Investment Watch-List Summary
- Investment Commentary
- Fund Recommendations Comparison
- Scorecards

In addition to the quarterly investment report, the following reports and communications will be provided throughout the year:

- Annual Government / 457(b) Industry Plan Benchmark Report
- Target Date Fund Analysis
- Fee Analysis & Benchmarking

SageView Proprietary Investment Scoring Methodology

To evaluate investment funds and managers, we've developed a proprietary scoring methodology used exclusively for retirement plan clients. The SageView Scoring Methodology is comprised of a detailed **quantitative analysis** consisting of performance, ratio, style and expense metrics. In determining the success of a fund, it is crucial that all data is viewed in context to the other funds within a category, as various asset classes can perform differently at any given time. For that reason, a fund is given a peer group ranking in each quantitative metric, shown as a percentage from 1% to 100%. As an example, a ranking of 10% indicates a fund is in the top 10% of its peer group for said quantitative metric.

The rankings for all criteria are then weighted to give a fund its average ranking score, the lower the average ranking score, the better. If a fund scores a 50% or higher, it is placed on the watch-list, and after 4 consecutive quarters on the watch-list, it is subject to replacement. While the scoring methodology is solely based on quantitative metrics, a fund may be placed on the watch-list due to qualitative factors as well.

We use the quantitative screen and past performance as a guide to help us identify managers who are worthy of additional **qualitative analysis**. Several qualitative criteria and possible warning signs are monitored that highlight a fund's potential exposure to risk that may make it unsuitable as a retirement plan investment option.

We have listed the following quantitative and qualitative criteria below:



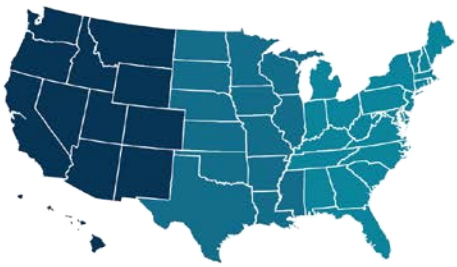
EMPLOYEE EDUCATION SERVICES (if desired)

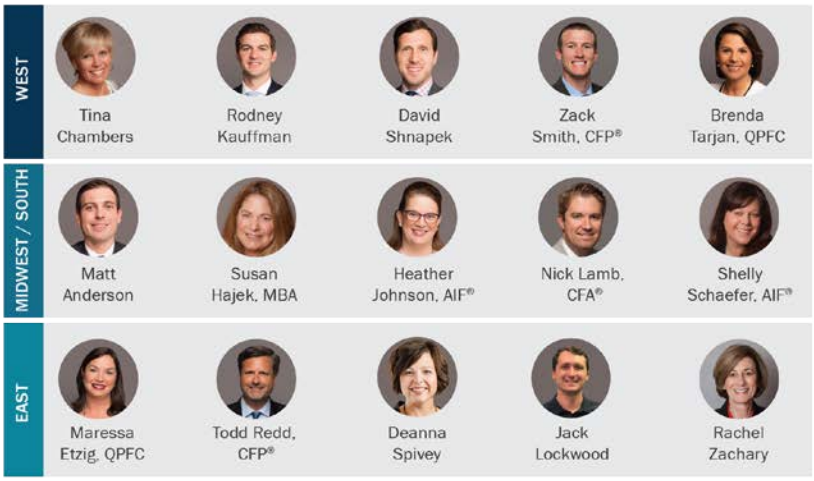
Employee education services would be provided jointly by SageView and by your recordkeeping partner. We manage the recordkeeping partner's education services by reviewing the achievements of their prior education campaigns and making recommendations to adjust their programs based on best practices and new trends we see in the marketplace.

SageView's employee education services are intended to improve overall financial wellness. We believe that financial wellness is the cornerstone to a successful retirement plan, therefore, if requested we have the ability to organize and facilitate group and one-on-one employee education meetings through our national team of education specialists (in English or Spanish). Many of our clients utilize our firm for participant education because of our ability to customize the materials, and because meetings are generally delivered by the same SageView representative, which builds a rapport with participants. Our teams also host retirement focused, financial wellness webinars on a quarterly basis. All webinars are recorded and posted to our website for participants that are not available when the webinar is happening live. (http://sageviewadvisory.com/webinars)

We have provided a graphic detailing these team members below.

SAGEVIEW'S NATIONAL EDUCATION TEAM
Credentialed specialists around the country conduct employee education webinars, conference calls and one-on-one meetings.





We have also provided the following comprehensive list of several financial wellness and education topics and presentations that our national education team can deliver to the City:

ENROLLMENT
- Retirement Plan Basics
- Traditional vs. Roth
- Importance of Saving Early
- Plan Provision Education
- FSAs and HSAs

INVESTING MADE EASY
- Understanding Investing Options
- Portfolio Construction and Allocation
- Understanding Risk and Investment Decisions
- Importance of Diversification

PLANNING FOR THE FUTURE
- Health Care in Retirement
- Raising Financially Aware Kids
- Social Security Overview
- Healthy Spending Habits
- Debt Management and Retirement
- Budgeting for Millennials

In addition, we have come to realize is that *traditional education efforts* (i.e. scheduled group employee presentations) are not always enough. To be successful, the services offered to participants need to be meaningful. For that reason, we offer the following additional services:

INTERACTIVE MEETINGS, POSTERS, FLYERS AND VIDEOS



Engage employees by bringing financial and retirement education to life

- Participant meetings that draw employees in and keep them engaged
- Financial tips flyers and posters keep participants focused on their financial well-being
- Animated videos make saving, budgeting and retirement planning relatable

FINANCIAL.FIT® MOBILE APP



Integrated Innovative Actionable

Six workouts and training modules get participants on track to meet their financial goals

1. Budgeting
2. Emergency Savings
3. Retirement Planning
4. Debt Management
5. Insurance Management
6. Health Savings Accounts

SAGE411 PARTICIPANT HELP CENTER



A direct help line managed by a Certified Financial Planner offering point-in-time fiduciary advice on investment options, current savings strategy and preparing for retirement

VISIT
sage411.sageviewadvisory.com

CALL
1-833-SAGE-411

FEE PROPOSAL

SageView's cost for the services requested in this RFQ: $7,500.

The services that are included in the fixed fee consist of conducting a provider due-diligence search, providing analysis and recommendation to Committee, and facilitating conversion / the consolidation project.

SageView's cost for ongoing retirement plan consulting services (includes RFP / RFQ Project): Fixed annual cost of 0.10% of total plan assets, with a $20,000 minimum.

We are confident the cost savings achieved through the reduced the administrative costs and lower investment expenses as part of the project, would offset our cost. Consulting cost can be payable in arrears and can either be paid through an ERISA / Admin credit recapture account, from the plans' forfeiture accounts (if applicable), directly from HR or finance budgets, or charged back to the participants via a percentage of assets or a per participant charge.

The services that are included in the fixed annual fee consist of:

- Fiduciary Oversight and Partnership
- Investment Review Meetings (including meeting minute preparation)
- Plan Design Consulting
- Fiduciary Training for Committee Members
- Investment Selection and Monitoring Consulting
- Target Date Analysis / Monitoring
- Investment Policy Statement Review / Oversight
- Provider Management and Oversight
- Vendor Benchmarking Analysis – *Request for Quote* (fees only)
- Vendor Benchmarking Analysis – *Request for Information (fees / high level overview)*
- Oversight of Recordkeeper's Education Campaign / Communication Materials
- Virtual Employee Group and Individual Education Meetings
- Two Annual Days of Onsite Employee Group and Individual Education Meetings
- Fiduciary Vault for Plan Documentation Storage and Auditor Access
- Department of Labor Audit Support

Legislation Details (With Text)

File #:	21-68	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/6/2021			**In control:**	City Council
On agenda:	1/26/2021			**Final action:**	
Title:	FY 2021 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	December FY 2020 EXPENSE Budget Tracking Worksheet.pdf December FY 2020 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 6, 2021
Agenda Date: January 26, 2021
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2021 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2021 thru December 31, 2020.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2021 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 12/31/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment			Group #
1100 - CITY MANAGER'S OFFICE						
11/10/20	001-1100-512.24-00	6	COVID 19 PAYOUTS	RES# 2020-235		558
	001-1100-512.22-00	27				
	001-1100-512.21-00	271				
	001-1100-512.12-12	3,532				
11/17/20	001-1100-512.31-00	20,000	R/O PO #76365 Nat Res	RES# 2020-245		625
2	Budget Amendments/Transfers			Division 1100 Total	$23,836	
1103 - INFORMATION TECHNOLOGY						
11/10/20	001-1103-516.24-00	7	COVID 19 PAYOUTS	RES# 2020-235		558
	001-1103-516.22-00	170				
	001-1103-516.21-00	297				
	001-1103-516.12-12	3,878				
11/17/20	001-1103-516.63-00	45,897	R/O PO #76452 Danella Con	RES# 2020-245		625
	001-1103-516.63-00	13,795	R/O PO#76802 Danella Con	RES# 2020-245		625
3	Budget Amendments/Transfers			Division 1103 Total	$64,044	
1500 - FINANCE GENERAL ACCOUNTNG						
11/10/20	001-1500-513.24-00	11	COVID 19 PAYOUTS	RES# 2020-235		558
	001-1500-513.21-00	472				
	001-1500-513.12-12	6,161				
1	Budget Amendments/Transfers			Division 1500 Total	$6,644	
1510 - FINANCE UTILITY ACCOUNTNG						
11/10/20	001-1510-536.24-00	7	COVID 19 PAYOUTS	RES# 2020-235		558
	001-1510-536.22-00	16				
	001-1510-536.21-00	283				
	001-1510-536.12-12	3,688				
12/08/20	001-1510-536.46-00	5,923	UTIL PAY KIOSK -CITY HALL	RES# 2020-249		904
	001-1510-536.64-15	56,127				
2	Budget Amendments/Transfers			Division 1510 Total	$66,044	
1600 - GENERAL OPERATIONS						
10/14/20	001-1600-513.39-00	(91,628)	CORR CCRA LOAN C	FY20 BUDG INCORR		127

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/27/20	001-1600-513.31-33	(54,153)	BENTEK BROKER CONSULT FEE		281
	001-1600-513.56-15	(35,006)			
	001-1600-513.31-00	89,159			
	001-1600-513.39-00	(16,600)	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
11/05/20	001-1600-513.48-00	(900)	ASSIGN AD BUDG PROJ #S		405
	001-1600-513.48-00	900			
11/10/20	001-1600-513.39-00	(10,426)	COVER INCR PD PATROL CARS RES# 2020-238		544
	001-1600-513.39-00	(200,000)	COVID 19 PAYOUTS RES# 2020-235		558
	001-1600-513.39-00	(132,703)			
	001-1600-581.91-03	4,083			
11/16/20	001-1600-513.31-33	(197,955)	ASSIGN AD BUDG PROJ #S		405
	001-1600-513.52-33	(100,548)			
	001-1600-513.52-33	100,548			
	001-1600-513.31-33	197,955			
12/08/20	001-1600-513.31-00	12,000	CAFR CONVERSION SOFTWARE RES# 2020-249		904
8	Budget Amendments/Transfers		Division 1600 Total	($435,274)	
1801 - HUMAN RESOURCES					
11/10/20	001-1801-513.24-00	8	COVID 19 PAYOUTS RES# 2020-235		558
	001-1801-513.22-00	314			
	001-1801-513.21-00	359			
	001-1801-513.12-12	4,689			
1	Budget Amendments/Transfers		Division 1801 Total	$5,370	
1805 - CITY CLERK					
11/10/20	001-1805-513.24-00	3	COVID 19 PAYOUTS RES# 2020-235		558
	001-1805-513.22-00	17			
	001-1805-513.21-00	123			
	001-1805-513.12-12	1,607			
1	Budget Amendments/Transfers		Division 1805 Total	$1,750	
2100 - POLICE ADMIN/OPERATIONS					
10/13/20	001-2100-521.46-03	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION		125
	001-2100-521.52-14	16,617	JAG GRANT CAMERAS RES # 20-213		124
11/05/20	001-2100-521.64-00	(352,824)	ASSIGN AD BUDG PROJ #S		405
	001-2100-521.52-00	(147,890)			
	001-2100-521.44-00	(79,692)			
	001-2100-521.34-00	(51,308)			
	001-2100-521.49-21	(20,000)			
	001-2100-521.40-00	(14,508)			
	001-2100-521.55-00	(13,178)			
	001-2100-521.56-15	(12,014)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.46-00	(9,130)	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.54-00	(6,310)		
	001-2100-521.41-00	(5,825)		
	001-2100-521.47-00	(5,625)		
	001-2100-521.46-03	(2,650)		
	001-2100-521.48-00	(500)		
	001-2100-521.42-00	(330)		
	001-2100-521.51-00	(250)		
	001-2100-521.56-15	26		
	001-2100-521.56-15	58		
	001-2100-521.54-00	80		
	001-2100-521.54-00	100		
	001-2100-521.47-00	120		
	001-2100-521.52-00	120		
	001-2100-521.55-00	120		
	001-2100-521.54-00	150		
	001-2100-521.51-00	250		
	001-2100-521.54-00	260		
	001-2100-521.54-00	265		
	001-2100-521.47-00	283		
	001-2100-521.42-00	330		
	001-2100-521.56-15	410		
	001-2100-521.55-00	495		
	001-2100-521.46-03	500		
	001-2100-521.48-00	500		
	001-2100-521.41-00	501		
	001-2100-521.52-00	633		
	001-2100-521.47-00	750		
	001-2100-521.47-00	875		
	001-2100-521.40-00	981		
	001-2100-521.46-03	1,000		
	001-2100-521.52-00	1,000		
	001-2100-521.41-00	1,004		
	001-2100-521.52-00	1,015		
	001-2100-521.55-00	1,020		
	001-2100-521.34-00	1,055		
	001-2100-521.46-03	1,150		
	001-2100-521.52-00	1,150		
	001-2100-521.47-00	1,283		
	001-2100-521.40-00	1,352		
	001-2100-521.52-00	1,431		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.40-00	1,458	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.52-00	1,473		
	001-2100-521.55-00	1,998		
	001-2100-521.52-00	2,174		
	001-2100-521.47-00	2,314		
	001-2100-521.40-00	2,325		
	001-2100-521.52-00	2,361		
	001-2100-521.40-00	2,500		
	001-2100-521.54-00	2,500		
	001-2100-521.54-00	2,955		
	001-2100-521.52-00	3,440		
	001-2100-521.41-00	4,320		
	001-2100-521.46-00	4,430		
	001-2100-521.55-00	4,515		
	001-2100-521.46-00	4,700		
	001-2100-521.52-00	4,751		
	001-2100-521.52-00	4,770		
	001-2100-521.55-00	5,030		
	001-2100-521.40-00	5,892		
	001-2100-521.52-00	5,952		
	001-2100-521.52-00	6,144		
	001-2100-521.52-00	7,392		
	001-2100-521.52-00	7,753		
	001-2100-521.44-00	7,800		
	001-2100-521.52-00	8,514		
	001-2100-521.52-00	9,114		
	001-2100-521.64-00	9,582		
	001-2100-521.52-00	10,744		
	001-2100-521.52-00	11,088		
	001-2100-521.56-15	11,520		
	001-2100-521.44-00	17,670		
	001-2100-521.49-21	20,000		
	001-2100-521.52-00	22,578		
	001-2100-521.64-00	24,742		
	001-2100-521.52-00	34,293		
	001-2100-521.34-00	50,253		
	001-2100-521.44-00	54,222		
	001-2100-521.64-00	318,500		
11/10/20	001-2100-521.52-00	(278)	COVER COSTS AFIS LIVESCAN RES# 2020-239	556
	001-2100-521.64-00	278		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	001-2100-521.64-00	10,426	COVER INCR PD PATROL CARS RES# 2020-238		544
	001-2100-521.22-00	33	COVID 19 PAYOUTS RES# 2020-235		558
	001-2100-521.24-00	1,109			
	001-2100-521.22-00	1,671			
	001-2100-521.21-00	2,565			
	001-2100-521.24-00	7,516			
	001-2100-521.13-00	8,584			
	001-2100-521.21-00	10,486			
	001-2100-521.22-01	21,265			
	001-2100-521.12-12	33,526			
	001-2100-521.12-00	121,153			
	001-2100-521.52-12	(16,980)	FY21 BPV GRANT 0410 RES# 2020-228		547
	001-2100-521.52-22	33,960			
	001-2100-521.23-00	(10,743)	RED FY21 VOCA GR AWARD RES# 2020-230		551
	001-2100-521.22-00	(7,257)			
	001-2100-521.21-00	(5,919)			
	001-2100-521.27-00	(4,800)			
	001-2100-521.12-00	(3,422)			
	001-2100-521.24-00	(132)			
	001-2100-521.64-00	(24,724)	TXFR VOCA MATCH TO PATROL RES# 2020-230		550
	001-2100-521.64-00	24,724			
11/16/20	001-2100-521.52-12	(16,980)	ASSIGN AD BUDG PROJ #S		405
	001-2100-521.52-12	16,980			
12/22/20	001-2100-521.12-00	(1,345)	CORR NEG BAL PD ACCTS		1067
	001-2100-521.45-00	(150)			
	001-2100-521.49-00	150			
	001-2100-521.49-00	1,345			
11	Budget Amendments/Transfers		Division 2100 Total	$223,528	
2101 - POLICE COMMUNICATIONS					
11/05/20	001-2101-521.40-00	(8,413)	ASSIGN AD BUDG PROJ #S		405
	001-2101-521.34-00	(5,874)			
	001-2101-521.55-00	(1,000)			
	001-2101-521.54-00	(175)			
	001-2101-521.52-00	(150)			
	001-2101-521.52-00	150			
	001-2101-521.54-00	175			
	001-2101-521.55-00	1,000			
	001-2101-521.34-00	5,874			
	001-2101-521.40-00	8,413			
11/10/20	001-2101-521.24-00	7	COVID 19 PAYOUTS RES# 2020-235		558

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment			Group #
11/10/20	001-2101-521.24-00	72	COVID 19 PAYOUTS	RES# 2020-235		558
	001-2101-521.21-00	276				
	001-2101-521.21-00	1,962				
	001-2101-521.22-00	2,562				
	001-2101-521.12-12	3,602				
	001-2101-521.12-00	24,729				
12/22/20	001-2101-521.45-00	(225)	CORR NEG BAL PD ACCTS			1067
	001-2101-521.49-00	225				
3	Budget Amendments/Transfers			Division 2101 Total	$33,210	
2132 - CODE ENFORCEMENT						
11/10/20	001-2132-524.24-00	29	COVID 19 PAYOUTS	RES# 2020-235		558
	001-2132-524.22-00	55				
	001-2132-524.21-00	84				
	001-2132-524.12-12	1,090				
12/22/20	001-2132-524.51-00	(300)	CORR NEG BAL PD ACCTS			1067
	001-2132-524.45-00	(45)				
	001-2132-524.49-00	45				
	001-2132-524.52-00	300				
2	Budget Amendments/Transfers			Division 2132 Total	$1,258	
2200 - FIRE ADMINISTRATION						
10/27/20	001-2200-522.64-16	33,180	Firehouse Sub Grant	Hydraulic Equipment		303
11/10/20	001-2200-522.24-00	150	COVID 19 PAYOUTS	RES# 2020-235		558
	001-2200-522.21-00	221				
	001-2200-522.12-12	2,884				
2	Budget Amendments/Transfers			Division 2200 Total	$36,435	
2201 - FIRE OPERATIONS						
11/10/20	001-2201-522.24-00	1,567	COVID 19 PAYOUTS	RES# 2020-235		558
	001-2201-522.21-00	2,309				
	001-2201-522.12-12	30,178				
11/16/20	001-2201-522.64-00	(45,000)	ASSIGN AD BUDG PROJ #S			405
	001-2201-522.64-00	10,000				
	001-2201-522.64-00	35,000				
2	Budget Amendments/Transfers			Division 2201 Total	$34,054	
3200 - ADMINISTRATION						
11/10/20	001-3200-515.24-00	11	COVID 19 PAYOUTS	RES# 2020-235		558
	001-3200-515.22-00	209				
	001-3200-515.21-00	316				
	001-3200-515.12-12	4,119				
11/17/20	001-3200-515.31-00	17,425	R/O PO # 76297 S&ME	RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/20	001-3200-515.34-00	8,656	R/O PO #76172 Geosyntec RES# 2020-245		625
3	Budget Amendments/Transfers		Division 3200 Total	$30,736	
3205 - ECONOMIC DEVELOPMENT					
11/10/20	001-3205-559.24-00	2	COVID 19 PAYOUTS RES# 2020-235		558
	001-3205-559.21-00	89			
	001-3205-559.22-00	99			
	001-3205-559.12-12	1,154			
1	Budget Amendments/Transfers		Division 3205 Total	$1,344	
3500 - ADMINISTRATION					
11/10/20	001-3500-519.24-00	1	COVID 19 PAYOUTS RES# 2020-235		558
	001-3500-519.21-00	22			
	001-3500-519.12-12	286			
1	Budget Amendments/Transfers		Division 3500 Total	$309	
3510 - STREET MANAGEMENT					
11/05/20	001-3510-541.64-00	(70,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.46-00	(30,000)			
	001-3510-541.46-00	30,000			
	001-3510-541.64-00	70,000			
11/10/20	001-3510-541.46-00	(16,293)	AURORA ST SIDEWALK PROJ RES# 2020-236		555
	001-3510-541.63-00	16,293			
	001-3510-541.63-00	50,000			
	001-3510-541.21-00	52	COVID 19 PAYOUTS RES# 2020-235		558
	001-3510-541.24-00	70			
	001-3510-541.12-12	679			
11/16/20	001-3510-541.63-00	(300,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.63-00	300,000			
11/17/20	001-3510-541.46-00	58,161	R/O PO #75367 Goodson Pav RES# 2020-245		625
	001-3510-541.46-00	2	R/O PO #75368 Goodson Pav RES# 2020-245		625
	001-3510-541.63-04	7,750	R/O PO #76438 Parkit Con RESO #2020-245		625
	001-3510-541.46-00	1	R/P PO #76124 Goodson Pav RES# 2020-245		625
8	Budget Amendments/Transfers		Division 3510 Total	$116,715	
3520 - PARKS & BEAUTIFICATION					
10/27/20	001-3520-572.34-09	16,600	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
11/05/20	001-3520-572.64-00	(17,000)	ASSIGN AD BUDG PROJ #S		405
	001-3520-572.64-00	17,000			
11/10/20	001-3520-572.21-00	280	COVID 19 PAYOUTS RES# 2020-235		558
	001-3520-572.24-00	372			
	001-3520-572.12-12	3,655			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	001-3520-572.31-13	25,000	FIND - BOAT RAMP REHAB RES# 2020-678		561
	001-3520-572.31-14	30,000	FIND - LEE WENNER DREDGE RES# 2020-677		560
	001-3520-572.31-14	30,000	FIND GRANT DREDGING RES# 2020-233		534
	001-3520-572.31-13	25,000	FIND GRANT LWP RAMP RES# 2020-232		536
12/08/20	001-3520-572.64-00	(14,879)	CORR PROJ # FOR MOWERS		870
	001-3520-572.64-00	14,879			
8	Budget Amendments/Transfers		Division 3520 Total	$130,907	
3540 - PUBLIC WORKS- FLEET MAINT					
11/10/20	001-3540-519.24-00	73	COVID 19 PAYOUTS RES# 2020-235		558
	001-3540-519.21-00	199			
	001-3540-519.12-12	2,601			
11/16/20	001-3540-519.64-00	(10,000)	ASSIGN AD BUDG PROJ #S		405
	001-3540-519.64-00	10,000			
2	Budget Amendments/Transfers		Division 3540 Total	$2,873	
3560 - FACILITY MANAGEMENT					
11/10/20	001-3560-519.24-00	224	COVID 19 PAYOUTS RES# 2020-235		558
	001-3560-519.21-00	439			
	001-3560-519.12-12	5,739			
11/16/20	001-3560-519.64-00	(173,500)	ASSIGN AD BUDG PROJ #S		405
	001-3560-519.64-00	34,500			
	001-3560-519.64-00	37,000			
	001-3560-519.64-00	45,000			
	001-3560-519.64-00	57,000			
2	Budget Amendments/Transfers		Division 3560 Total	$6,402	
3580 - CAPITAL PROJECTS MNGMT					
11/10/20	001-3580-519.24-00	4	COVID 19 PAYOUTS RES# 2020-235		558
	001-3580-519.22-00	46			
	001-3580-519.21-00	160			
	001-3580-519.12-12	2,088			
1	Budget Amendments/Transfers		Division 3580 Total	$2,298	
64	Total Budget Amendments/Transfers		**GENERAL FUND**	**$352,483**	
3240 - HOUSING GRANTS					
11/17/20	103-3240-554.83-09	13,780	R/O PO # 76904 Cent Brev RESO #2020-234		625
	103-3240-554.83-00	348	R/O PO #76234 Green Leaf RES# 2020-245		625
	103-3240-554.83-00	8,308	R/O PO #76898 P Lynch Con RES# 2020-245		625
	103-3240-554.83-09	13,237	R/O PO #76903 Salv Army RES# 2020-245		625
	103-3240-554.83-09	13,780	R/O PO #76906 Comm Svcs RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76938 Salv Army RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/20	103-3240-554.83-09	20,670	R/O PO #76939 Cent Brev RES# 2020-245		625
12/08/20	103-3240-581.91-01	175,000	BREV CO PMT JLS CONST RES# 2020-248		903
8	Budget Amendments/Transfers		Division 3240 Total	$265,793	
	8 Total Budget Amendments/Transfers		**CDBG**	**$265,793**	
3240 - HOUSING GRANTS					
11/17/20	104-3240-554.83-00	260,000	R/O PO #74638 Comm Housg RES# 2020-245		625
1	Budget Amendments/Transfers		Division 3240 Total	$260,000	
	1 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**$260,000**	
3240 - HOUSING GRANTS					
11/17/20	105-3240-554.83-00	100	R/O PO # 76080 Fed Title RES# 2020-245		625
	105-3240-554.83-00	300	R/O PO #76003 Gr Leaf Hom RESO #2020-234		625
	105-3240-554.83-00	10,000	R/O PO #76898 P Lynch Con RESO #2020-234		625
3	Budget Amendments/Transfers		Division 3240 Total	$10,400	
	3 Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$10,400**	
3200 - ADMINISTRATION					
11/10/20	107-3200-515.22-00	24	COVID 19 PAYOUTS RES# 2020-235		558
	107-3200-515.24-00	67			
	107-3200-515.21-00	284			
	107-3200-515.12-12	3,709			
1	Budget Amendments/Transfers		Division 3200 Total	$4,084	
	1 Total Budget Amendments/Transfers		**BUILDING PERMITS**	**$4,084**	
3230 - CRA ADMIN/OPERATIONS					
10/13/20	110-3230-559.39-00	(41)	COCOA CRA LIABILITY INS RES # 20-660		144
	110-3230-559.45-00	41			
	110-3230-559.39-00	(15,000)	LEE WENNER MANGROVE TRIM RES # 20-672		143
	110-3230-559.34-00	15,000			
10/14/20	110-3230-581.91-01	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
	110-3230-559.39-00	91,628			
11/10/20	110-3230-559.39-00	(254)	COVID 19 PAYOUTS RES# 2020-235		558
	110-3230-559.24-00	1			
	110-3230-559.21-00	17			
	110-3230-559.22-00	19			
	110-3230-559.12-12	217			
	110-3230-559.39-00	(5,000)	CRA FINANCIAL STATEMENT RES# 2020-757		559
	110-3230-559.32-00	5,000			
	110-3230-559.39-00	(25,000)	FIND - BOAT RAMP REHAB RES# 2020-678		561
	110-3230-581.91-32	25,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	110-3230-559.39-00	(30,000)	FIND - LEE WENNER DREDGE RES# 2020-677		560
	110-3230-581.91-01	30,000			
11/17/20	110-3230-559.63-00	18,664	R/O PO # 76293 Infr Sol RES# 2020-245		625
	110-3230-559.63-00	28,750	R/O PO #74623 Infr Sol RES# 2020-245		625
	110-3230-559.31-00	12,118	R/O PO #76666 Infr Sol RES# 2020-245		625
	110-3230-559.31-00	46,389	R/O PO #76790 S&ME RES# 2020-245		625
12/08/20	110-3230-559.39-00	(4,517)	ISS T/O 2020-14 PKG STUDY RES# 20-820		917
	110-3230-559.31-00	4,517			
	110-3230-559.39-00	(39,918)	LEE WENNER FISH PIER EVAL & DESIGN - RES# 20-823		918
	110-3230-559.31-00	39,918			
13	Budget Amendments/Transfers		Division 3230 Total	$105,921	
	13 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$105,921**	
3230 - CRA ADMIN/OPERATIONS					
10/19/20	111-3230-559.39-00	(50)	DMND SQ LIABILITY INS RES # 20-701		209
	111-3230-559.45-00	50			
11/10/20	111-3230-559.39-00	(87)	COVID 19 PAYOUTS RES# 2020-235		558
	111-3230-559.24-00	1			
	111-3230-559.21-00	6			
	111-3230-559.22-00	7			
	111-3230-559.12-12	73			
11/17/20	111-3230-559.39-00	(3,100)	APP / SURVEY 2 PARCELS RES# 2020-786		594
	111-3230-559.31-00	3,100			
3	Budget Amendments/Transfers		Division 3230 Total	$0	
	3 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
11/17/20	112-3230-559.31-01	265	R/O PO # 75259 J Colombo RES# 2020-245		625
1	Budget Amendments/Transfers		Division 3230 Total	$265	
	1 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$265**	
3580 - CAPITAL PROJECTS MNGMT					
12/08/20	303-3580-519.63-00	1,500,000	FISKE BLVD COMPLETE ST PR RES# 2020-249		904
1	Budget Amendments/Transfers		Division 3580 Total	$1,500,000	
	1 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
1506 - INVENTORY					
11/10/20	421-1506-536.24-00	2	COVID 19 PAYOUTS RES# 2020-235		558
	421-1506-536.21-00	66			
	421-1506-536.12-12	863			
12/08/20	421-1506-536.52-00	(138)	CELL PHONE / WAREHOUSE		870

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/08/20	421-1506-536.41-00	138	CELL PHONE / WAREHOUSE		870
2	Budget Amendments/Transfers		Division 1506 Total	$931	
1515 - UTILITY SUPPORT SERVICES					
11/10/20	421-1515-536.22-00	89	COVID 19 PAYOUTS RES# 2020-235		558
	421-1515-536.24-00	260			
	421-1515-536.21-00	556			
	421-1515-536.12-12	7,262			
11/16/20	421-1515-536.64-00	(61,500)	ASSIGN AD BUDG PROJ #S		405
	421-1515-536.64-00	61,500			
2	Budget Amendments/Transfers		Division 1515 Total	$8,167	
4010 - WATER ADMINISTRATION					
10/27/20	421-4010-536.31-33	(38,952)	BENTEK BROKER CONSULT FEE		281
	421-4010-536.31-00	38,952			
11/10/20	421-4010-536.39-00	(75,000)	CLOSING COSTS W/S REV BND RES# 2020-231		554
	421-4010-536.73-00	75,000			
	421-4010-536.39-00	(81,502)	COVID 19 PAYOUTS RES# 2020-235		558
	421-4010-536.22-00	31			
	421-4010-536.24-00	31			
	421-4010-536.21-00	239			
	421-4010-536.12-12	3,123			
11/16/20	421-4010-536.64-00	(41,900)	ASSIGN AD BUDG PROJ #S		405
	421-4010-536.64-00	17,000			
	421-4010-536.64-00	24,900			
11/17/20	421-4010-536.31-01	2,421	R/O PO # 76240 Kirwin N RES# 2020-245		625
	421-4010-536.31-00	15,743	R/O PO #76150 Stantec RES# 2020-245		625
	421-4010-536.31-00	51,907	R/O PO #76942 Jacobs RES# 2020-245		625
	421-4010-536.56-15	7,750	R/O PO #76965 Cleargov RES# 2020-245		625
12/08/20	421-4010-536.39-00	(256,410)	RELOC TWO FORCE MAINS RES# 2020-251		905
	421-4010-536.31-00	17,550	STANTEC RATE STUDY C/O RES# 2020-249		904
10	Budget Amendments/Transfers		Division 4010 Total	($239,117)	
4020 - DYAL PLANT					
10/27/20	421-4020-536.46-02	(49,000)	Spectrum Network Service Banana River & Viera		304
	421-4020-536.46-02	49,000			
11/10/20	421-4020-536.22-00	125	COVID 19 PAYOUTS RES# 2020-235		558
	421-4020-536.24-00	855			
	421-4020-536.21-00	1,848			
	421-4020-536.12-12	24,153			
	421-4020-536.46-00	(36,458)	PRCHSE BYPASS PUMP RES# 2020-237		553
	421-4020-536.64-00	36,458			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/16/20	421-4020-536.63-00	(160,000)	ASSIGN AD BUDG PROJ #S		405
	421-4020-536.63-00	160,000			
11/17/20	421-4020-536.63-00	59,611	R/O PO # 76439 Jacobs RES# 2020-245		625
	421-4020-536.46-00	91,484	R/O PO # 76864 Ring Power RES# 2020-245		625
	421-4020-536.64-00	186,195	R/O PO # 76947 Xylem RES# 2020-245		625
	421-4020-536.46-00	61,276	R/O PO #75893 CE Power RES# 2020-245		625
	421-4020-536.46-00	4,794	R/O PO #75906 Ring Power RES# 2020-245		625
	421-4020-536.34-00	3,223	R/O PO #76448 BioTech RES# 2020-245		625
	421-4020-536.31-03	9,280	R/O PO #76475 Vortex RES# 2020-245		625
	421-4020-536.46-00	3,396	R/O PO #76934 Blind Spot RES# 2020-245		625
	421-4020-536.46-02	(49,000)	SPECTRUM NETWORK SERVICE RES# 2020-219		595
	421-4020-536.41-00	49,000			
12/08/20	421-4020-536.56-15	23,400	FINISH FIBER RING INSTALL		870
	421-4020-536.64-00	23,890	PURCHASE LAWNMOWERS		870
	421-4020-536.46-02	(47,290)	PURCHASE LAWNMOWERS & FINISH FIBER RING INSTALL		870
16	Budget Amendments/Transfers		Division 4020 Total	$446,240	
4025 - WATER FIELD OPERATIONS					
11/10/20	421-4025-536.24-00	500	COVID 19 PAYOUTS RES# 2020-235		558
	421-4025-536.21-00	1,064			
	421-4025-536.12-12	13,905			
11/16/20	421-4025-536.64-00	(354,440)	ASSIGN AD BUDG PROJ #S		405
	421-4025-536.64-00	11,050			
	421-4025-536.64-00	123,858			
	421-4025-536.64-00	219,532			
11/17/20	421-4025-536.46-00	133,948	R/O PO #75930 Goodson RES# 2020-245		625
	421-4025-536.46-00	721	R/O PO #76406 Mead & Hunt RES# 2020-245		625
	421-4025-536.46-00	56,743	R/O PO #76628 DP Develop RES# 2020-245		625
	421-4025-536.46-00	4,507	R/O PO #76777 Mead & Hunt RES# 2020-245		625
	421-4025-536.46-00	3,900	R/O PO #76959 Dial Plbg RES# 2020-245		625
	421-4025-536.56-15	19,038	R/O PO #76964 Morse Comm RES# 2020-245		625
	421-4025-536.55-00	5,480	R/O PO #76987 FW&PCOA RES# 2020-245		625
9	Budget Amendments/Transfers		Division 4025 Total	$239,806	
4055 - ENGINEERING					
11/10/20	421-4055-536.24-00	59	COVID 19 PAYOUTS RES# 2020-235		558
	421-4055-536.22-00	81			
	421-4055-536.21-00	418			
	421-4055-536.12-12	5,454			
11/16/20	421-4055-536.63-00	(144,141)	ASSIGN AD BUDG PROJ #S		405

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/16/20	421-4055-536.63-00	43,808	ASSIGN AD BUDG PROJ #S		405
	421-4055-536.63-00	100,333			
11/17/20	421-4055-536.31-03	12,978	R/O PO # 75740 Bussen May RES# 2020-245		625
	421-4055-536.63-00	27,271	R/O PO # 76691 Carollo RES# 2020-245		625
	421-4055-536.63-00	167,104	R/O PO # 76901 Carollo RES# 2020-245		625
	421-4055-536.63-00	143,094	R/O PO # 76986 Jacobs RES# 2020-245		625
	421-4055-536.63-00	3,182	R/O PO #71688 Mead & Hunt RES# 2020-245		625
	421-4055-536.63-00	1,005	R/O PO #71946 Bussen May RES# 2020-245		625
	421-4055-536.63-00	27,029	R/O PO #74901 Mead & Hunt RES# 2020-245		625
	421-4055-536.31-03	9,120	R/O PO #75744 Bussen May RES# 2020-245		625
	421-4055-536.63-00	420,315	R/O POn #71924 Brandes RES# 2020-245		625
12/08/20	421-4055-536.63-00	83,490	CAPE CAN WM REPL RES# 2020-249		904
	421-4055-536.63-00	123,061	FORCE MAIN REPAIRS RES# 2020-249		904
	421-4055-536.63-00	210,572	IND PK PUMP STN RES# 2020-249		904
	421-4055-536.63-00	256,410	RELOC TWO FORCE MAINS RES# 2020-251		905
15	Budget Amendments/Transfers		Division 4055 Total	$1,490,643	
4120 - WATER RECLAMATION					
11/10/20	421-4120-536.22-00	109	COVID 19 PAYOUTS RES# 2020-235		558
	421-4120-536.24-00	330			
	421-4120-536.21-00	924			
	421-4120-536.12-12	12,075			
11/16/20	421-4120-536.64-00	(77,341)	ASSIGN AD BUDG PROJ #S		405
	421-4120-536.64-15	(10,000)			
	421-4120-536.64-15	10,000			
	421-4120-536.64-00	37,280			
	421-4120-536.64-00	40,061			
12/22/20	421-4120-536.52-00	(368)	CORR NEG BAL W/S ACCTS		1067
	421-4120-536.41-00	368			
3	Budget Amendments/Transfers		Division 4120 Total	$13,438	
4125 - SEWER FIELD OPERATIONS					
10/13/20	421-4125-536.46-00	(52,859)	TO 2021-17 / CAROLLO ENG RES # 20-210		126
	421-4125-536.31-03	52,859			
11/10/20	421-4125-536.24-00	231	COVID 19 PAYOUTS RES# 2020-235		558
	421-4125-536.21-00	487			
	421-4125-536.12-12	6,362			
11/16/20	421-4125-536.64-15	(130,000)	ASSIGN AD BUDG PROJ #S		405
	421-4125-536.64-15	130,000			
11/17/20	421-4125-536.46-00	3,060	R/O PO # 76711 EJ USA RES# 2020-245		625
	421-4125-536.46-00	7,430	R/O PO # 76954 Barneys RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/20	421-4125-536.46-00	3,300	R/O PO # 76955 Graybar RES# 2020-245		625
	421-4125-536.64-00	149,980	R/O PO #76667 Mid Fl Dies RES# 2020-245		625
7	Budget Amendments/Transfers		Division 4125 Total	$170,850	
64	Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$2,130,958**	
3570 - STORMWATER UTILITY					
10/27/20	423-3570-538.31-33	(1,901)	BENTEK BROKER CONSULT FEE		281
	423-3570-538.31-00	1,901			
	423-3570-538.39-00	(28,736)	Wilson Ave SW pipe		302
	423-3570-538.63-00	28,736			
11/10/20	423-3570-538.63-00	(35,550)	CORR ACCT - DRAINAGE PROJ RES# 2020-238		540
	423-3570-538.64-00	35,550			
	423-3570-538.39-00	(2,754)	COVID 19 PAYOUTS RES# 2020-235		558
	423-3570-538.22-00	38			
	423-3570-538.21-00	177			
	423-3570-538.24-00	235			
	423-3570-538.12-12	2,304			
11/16/20	423-3570-538.63-00	(480,000)	ASSIGN AD BUDG PROJ #S		405
	423-3570-538.31-33	(6,946)			
	423-3570-538.52-33	(3,528)			
	423-3570-538.52-33	3,528			
	423-3570-538.31-33	6,946			
	423-3570-538.63-00	45,000			
	423-3570-538.63-00	45,000			
	423-3570-538.63-00	50,000			
	423-3570-538.63-00	50,000			
	423-3570-538.63-00	100,000			
	423-3570-538.63-00	190,000			
11/17/20	423-3570-538.46-00	92,576	R/O PO # 76547 C&D Const RES# 2020-245		625
	423-3570-538.64-00	(972)	R/O PO #76209 Mead & Hunt RES# 2020-245		625
	423-3570-538.63-00	1,213	R/O PO #76209 Mead & Hunt RESO #2020-245		625
	423-3570-538.63-00	45,460	R/O PO #76945 Infr Sol RES# 2020-245		625
12/08/20	423-3570-538.63-00	(972)	CORR BDGT - PO 76209 FISKE BLVD IMPROVEMENTS		870
	423-3570-538.64-00	972			
12/11/20	423-3570-538.34-10	(27,979)	CORR ACCT # TX COLL FEE FEES		933
	423-3570-538.34-00	27,979			
11	Budget Amendments/Transfers		Division 3570 Total	$138,277	
11	Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$138,277**	
4020 - DYAL PLANT					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/16/20	424-4020-536.63-00	(1,600,000)	ASSIGN AD BUDG PROJ #S		405
	424-4020-536.64-15	(250,000)			
	424-4020-536.64-00	(200,000)			
	424-4020-536.64-00	200,000			
	424-4020-536.63-00	250,000			
	424-4020-536.63-00	250,000			
	424-4020-536.64-15	250,000			
	424-4020-536.63-00	500,000			
	424-4020-536.63-00	600,000			
1	Budget Amendments/Transfers		Division 4020 Total	$0	
4055 - ENGINEERING					
11/16/20	424-4055-536.63-00	(7,144,879)	ASSIGN AD BUDG PROJ #S		405
	424-4055-536.63-06	(1,090,000)			
	424-4055-536.63-00	50,000			
	424-4055-536.63-00	120,000			
	424-4055-536.63-00	300,000			
	424-4055-536.63-00	860,879			
	424-4055-536.63-00	964,000			
	424-4055-536.63-00	1,000,000			
	424-4055-536.63-06	1,090,000			
	424-4055-536.63-00	1,350,000			
	424-4055-536.63-00	2,500,000			
1	Budget Amendments/Transfers		Division 4055 Total	$0	
4120 - WATER RECLAMATION					
11/16/20	424-4120-536.63-00	(525,000)	ASSIGN AD BUDG PROJ #S		405
	424-4120-536.63-00	525,000			
1	Budget Amendments/Transfers		Division 4120 Total	$0	
4125 - SEWER FIELD OPERATIONS					
11/16/20	424-4125-536.63-00	(675,000)	ASSIGN AD BUDG PROJ #S		405
	424-4125-536.63-00	275,000			
	424-4125-536.63-00	400,000			
1	Budget Amendments/Transfers		Division 4125 Total	$0	
4	Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$0**	
4700 - DEBT SERVICE					
12/22/20	425-4700-517.72-12	(1,696,550)	CORR ACCT # FY21 INT BUDG		1066
	425-4700-517.72-13	(965,200)			
	425-4700-517.72-11	(746,147)			
	425-4700-517.72-14	(375,314)			
	425-4700-517.72-09	(280,225)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/22/20	425-4700-591.72-09	280,225	CORR ACCT # FY21 INT BUDG		1066
	425-4700-591.72-14	375,314			
	425-4700-591.72-11	746,147			
	425-4700-591.72-13	965,200			
	425-4700-591.72-12	1,696,550			
1 Budget Amendments/Transfers			Division 4700 Total	$0	
1 Total Budget Amendments/Transfers			**W/S RESTRICTED ASSETS**	**$0**	
4010 - WATER ADMINISTRATION					
12/08/20	426-4010-536.31-00	1,800	INVESTMT FEES RES# 2020-249		904
1 Budget Amendments/Transfers			Division 4010 Total	$1,800	
4055 - ENGINEERING					
11/17/20	426-4055-536.63-00	238,436	R/O PO # 74898 CH2M Hill RES# 2020-245		625
	426-4055-536.62-00	5,998,561	R/O PO # 76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	1,941,791	R/O PO #76379 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	8,400,780	R/O PO #76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	392,307	R/O PO# 76378 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	248,830	R/O PO# 76789 Stewarts El RES# 2020-245		625
	426-4055-536.64-00	1,705,105	R/O PO#76454 Wh Smith RES# 2020-245		625
12/08/20	426-4055-536.63-00	1,800,673	CCRIP/BOND INT RES# 2020-249		904
	426-4055-536.63-00	9,546,142	PINEDA SUB AQ PIPE RES# 2020-249		904
9 Budget Amendments/Transfers			Division 4055 Total	$30,272,625	
4120 - WATER RECLAMATION					
11/17/20	426-4120-536.63-00	6,434	R/O PO # 74875 Carollo RES# 2020-245		625
12/08/20	426-4120-536.63-00	2,670,762	SELLERS FLOW IMPR RES# 2020-249		904
2 Budget Amendments/Transfers			Division 4120 Total	$2,677,196	
12 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$2,951,621**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #

187 Transfers & Amendments between 10/1/2020 and 12/31/2020

FY 2020 TOTAL TRANSFERS & AMENDMENTS	**37,719,802**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2020 - Budget Tracking Worksheets\FY 2020 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 1/6/2021

FY 2021 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 12/31/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/13/20	001-0000-369.96-00	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION		125
	001-0000-331.20-19	16,617	JAG GRANT CAMERAS RES # 20-213		124
10/14/20	001-0000-381.91-10	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
10/27/20	001-0000-366.10-15	33,180	Firehouse Sub Grant Hydraulic Equipment		303
11/05/20	001-0000-331.20-15	(126,896)	ASSIGN AD BUDG PROJ #S		405
	001-0000-389.99-50	(105,000)			
	001-0000-331.20-16	(10,000)			
	001-0000-331.20-16	10,000			
	001-0000-389.99-50	35,000			
	001-0000-389.99-50	70,000			
	001-0000-331.20-15	126,896			
11/10/20	001-0000-337.40-02	50,000	AURORA ST SIDEWALK PROJ RES# 2020-236		555
	001-0000-381.91-10	25,000	FIND - BOAT RAMP REHAB RES# 2020-678		561
	001-0000-381.91-10	30,000	FIND - LEE WENNER DREDGE RES# 2020-677		560
	001-0000-337.30-17	30,000	FIND GRANT DREDGING RES# 2020-233		534
	001-0000-337.30-18	25,000	FIND GRANT LWP RAMP RES# 2020-232		536
	001-0000-331.20-21	16,980	FY21 BPV GRANT 0410 RES# 2020-228		547
	001-0000-331.20-15	(32,273)	RED FY21 VOCA GR AWARD RES# 2020-230		551
11/17/20	001-0000-389.99-50	171,687	FY21 PO ROLLOVER RES# 2020-245		625
12/08/20	001-0000-389.99-50	(175,000)	BREV CO PMT JLS CONST RES# 2020-248		903
	001-0000-381.91-03	175,000			
	001-0000-389.99-50	12,000	CAFR CONVERSION SOFTWARE RES# 2020-249		904
	001-0000-389.99-50	62,050	UTIL PAY KIOSK -CITY HALL RES# 2020-249		904
16 Budget Amendments/Transfers			Division 0000 Total	$352,483	
16 Total Budget Amendments/Transfers			**GENERAL FUND**	**$352,483**	
11/17/20	103-0000-389.99-50	90,795	FY21 PO ROLLOVER RES# 2020-245		625
12/08/20	103-0000-338.10-04	175,000	BREV CO PMT JLS CONST RES# 2020-248		903
2 Budget Amendments/Transfers			Division 0000 Total	$265,795	
2 Total Budget Amendments/Transfers			**CDBG**	**$265,795**	
11/17/20	104-0000-389.99-50	260,000	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$260,000	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$260,000**	
11/17/20	105-0000-389.99-10	10,400	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$10,400	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$10,400**	
11/10/20	107-0000-381.91-01	4,084	COVID 19 PAYOUTS RES# 2020-235		558
1 Budget Amendments/Transfers			Division 0000 Total	$4,084	
1 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$4,084**	
11/17/20	110-0000-389.99-50	105,921	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$105,921	
1 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$105,921**	
11/17/20	112-0000-389.99-10	265	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$265	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$265**	
12/08/20	303-0000-389.99-50	1,500,000	FISKE BLVD COMPLETE ST PR RES# 2020-249		904
1 Budget Amendments/Transfers			Division 0000 Total	$1,500,000	
1 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
11/17/20	421-0000-389.99-50	138,277	FY21 PO ROLLOVER RES# 2020-245		625
	421-0000-389.99-50	1,696,283			
12/08/20	421-0000-389.99-50	434,673	UTIL PROJ - NOT YET BEGUN RES# 2020-249		904
12/15/20	421-0000-389.99-50	(138,277)	CORR ENTRY / INCORR FND BA-21-033-A		971
3 Budget Amendments/Transfers			Division 0000 Total	$2,130,956	
3 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$2,130,956**	
12/15/20	423-0000-389.99-50	138,277	CORR ENTRY / INCORR FND BA-21-033-A		971
1 Budget Amendments/Transfers			Division 0000 Total	$138,277	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$138,277**	
11/17/20	426-0000-389.99-50	18,932,244	FY21 PO ROLLOVER RES# 2020-245		625
12/08/20	426-0000-389.99-50	14,019,377	BOND PROJ - NOT YET BEGUN RES# 2020-249		904
2 Budget Amendments/Transfers			Division 0000 Total	$2,951,621	
2 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$2,951,621**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
30	**Transfers & Amendments between 10/1/2020 and 12/31/2020**			
			FY 2020 TOTAL TRANSFERS & AMENDMENTS	**37,719,802**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2020 - Budget Tracking Worksheets\FY 2020 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 1/6/2021

Legislation Details (With Text)

File #:	21-69	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/6/2021			**In control:**	City Council
On agenda:	1/26/2021			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Authorizations 12-31-20.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 6, 2021
Agenda Date: January 26, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of December 31, 2020. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

FY2021 Change Orders - CM authorized to execute

applied to contingency | as of: 12/31/2020

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
	Op. Rev.	106,260.00	12/8/2020	20-253							
	Project Manager:	9,660.00	contingency and other costs authorized								
	account # 001-1600-513.56-15	96,600.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Citizenserve			FY2021							
	Contractor PO#	9,660									
WS21FM											
	Op. Rev.	256,410.00	12/8/2020	20-250							
	Project Manager:	23,310.00	contingency and other costs authorized								
	account # 421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00		
	Contractor PO# 77555										
		23,310									
WS1404											
	Op. Rev.	2,616,301.00	11/10/2020	2020-229							
	Project Manager:	237,845.00	contingency and other costs authorized								
	account # 426-4055-536.63-00	2,378,456.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Integrated Fire and Security Solutions			FY2021							
	Contractor PO#										
		237,845									
PW08SP											
	Op. Rev.	300,000.00	10/13/2020	2020-215							
	Project Manager:	14,089.21	contingency and other costs authorized								
	account # 001-3510-541.63-00	285,910.79	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	VA Paving Inc.			FY2021	42091	285,910.79					
	Contractor PO# 77532										
		14,089									
PW20SW											
	Op. Rev.	195,928.62	4/8/2020	2020-138							
	Project Manager: Frank Mirabito	8,833.00	contingency and other costs authorized								
	account # 001-3510-541.63-04	187,095.62	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Parkit Construction, Inc.			FY2020	40686	187,095.62	$ 152,089.81		$ 152,089.81		$ 70,590.82
	Contractor PO# PO# 76438			CO#1	41170	(19,230.30)					
				CO#2	41314	14,076.00					
				CO#4	41827	(29,851.51)					
		8,833	^contingency balance-->(And other costs)								
SW20RC											
	Op. Rev.	217,415.00	4/8/2020	2020-135							
	Project Manager: Abigail Morgan	19,765.00	contingency and other costs authorized								
	account # 423-3570-538.46-00	197,650.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	C&D Construction			FY2020	40824	197,650.00	$ 217,095.00	$ 217,095.00			$ 214,095.00
	Contractor PO# PO# 76547		*CO#1*	FY2020	41417	19,445.00					
		320	^contingency balance-->(And other costs)								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager Utilities		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91				
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98				
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09				
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47				
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12				
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97				
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97				
							4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58				
					34893	9,984.39	$ 4,667,012.97				
			PO#73686	FY2019		1,000.00					
		209,868	^contingency balance-->								
WS1222	BNR Process Improvements										
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083							
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized								
		2,753,375.93	constr' exp authorized before contingency								
				2018-083							
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00 64-00	Cumulative	FY20 cum	FY21 cum		
	Brandes Design-Build. Inc. FY2013 PO# 62086										
	Bid No. B-13-11-COC										
	Brandes Design-Build, Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00 1,528,450.00	2,779,000.00				
	Brandes Design-Build, Inc. FY2015 PO# 64940		FY13 Year-End PO Liquidation			(1,200,550.00) (1,528,450.00)					
			FY14 PO Reissue	FY2014	23304	1,200,550.00 1,528,450.00	2,779,000.00				
	Brandes Design-Build, Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29	2,801,776.29				
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY14 Year-End PO Liquidation			(728,344.56)	2,073,431.73				
	JoBear Contracting FY2016 PO# 68561		FY15 PO Reissue	FY2015	26276	728,344.56	2,801,776.29				
			CO #2 Exploratory excavation		26423	11,040.00	2,812,816.29				
					26917	10,200.00	2,823,016.29				
	Brandes FY2017 PO# 69615 / FY2018 PO#71959		CO #3 Cable Tray		27079	5,978.14	2,828,994.43				
			CO #4 to Remove Sludge		27209	10,000.00	2,838,994.43				
	CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534		*FY15 Year End PO Liquidation*			(79,836.05)	2,759,158.38				
			FY16 PO Issue	FY2016	29212	79,836.05	2,838,994.43				
					29249	32,800.00	2,871,794.43				
			CO#1		29329	(5,000.00)	2,866,794.43				
			CO#2		29212	4,151.50	2,870,945.93				
			CO#3		29905	5,327.32	2,876,273.25				
			CO#4		30046	(5,327.32)	2,870,945.93				
			Jobear P.O. 68561		30751	100,378.50	2,971,324.43				
			FY16 Liquidated		30751	(83,785.50)	2,887,538.93				
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16	2,892,624.09				
			FY16 Year End PO Liquidation			(34,482.06)	2,858,142.03				
			FY17PO#69615 Brandes	FY2017	31932	33,812.06	2,891,954.09				
			PO# 69522 CDM Smith		31954	670.00	2,892,624.09				
			PO# 69522 CDM Smith		32776	13,250.00	2,905,874.09				
						(33,812.06)	2,872,062.03				
						(13.25)	2,872,048.78				
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25	2,872,062.03				
			CO#1 PO#69522 CDM Smith		34650	36,340.00	2,908,402.03				
			CO#2 CDM SMITH		34520	86,975.40					
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06	$ 2,942,214.09				
			CO#1		36547	11,430.00	$ 2,953,644.09				
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00	$ 76,000.00				
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete					
		341,480	^contingency balance--> for Brandes Design-Build								
		10,000	^contingency balance--> for Maxwell Contracting								

Legislation Details (With Text)

File #:	21-70	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/6/2021			**In control:**	City Council
On agenda:	1/26/2021			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget by Classification Report - December 2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 6, 2021
Agenda Date: January 26, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending December 2020 (FY21) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This December 2020 (FY21) report is unaudited and preliminary. Some line items reflect an over budget balance at this time due to the timing of the rollover of purchase orders from FY21 and the re-appropriation of their related budgets.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds:

General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2021 Budget by Classification Report - Summary Listing

12/31/2020

Target for December 2020 is 25%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 10,074,429		$ 6,230,204	$ 3,844,225	62%
OTHER PERMITS AND FEES	$ 4,403,003		$ 2,370,548	$ 2,032,455	54%
INTERGOVERNMENTAL	$ 2,233,552		$ 1,124,967	$ 1,108,585	50%
CHARGES FOR SERVICES	$ 12,422,689		$ 3,110,577	$ 9,312,112	25%
FINES AND FORFEITURES	$ 14,813		$ 2,443	$ 12,370	16%
MISCELLANEOUS	$ 768,133		$ 238,800	$ 529,333	31%
OTHER SOURCES (NON-REVENUE)	$ 11,786,897		$ 2,590,665	$ 9,196,232	22%
REVENUE TOTALS	**$ 41,703,516**		**$ 15,668,203**	**$ 26,035,313**	**38%**
EXPENSE					
SALARIES AND BENEFITS	$ 25,006,298	$ 2,673	$ 5,530,068	$ 19,473,557	22%
OPERATING EXPENDITURES	$ 12,424,753	$ 3,285,717	$ 2,393,828	$ 6,745,208	46%
CAPITAL OUTLAY	$ 1,202,070	$ 885,463	$ (16,412)	$ 333,019	72%
GRANTS, AIDS AND OTHER	$ 3,070,395	$ -	$ 1,800,967	$ 1,269,428	59%
EXPENSE TOTALS	**$ 41,703,516**	**$ 4,173,853**	**$ 9,708,451**	**$ 27,821,212**	**33%**
REVENUE TOTALS	**$ 41,703,516**	**$ -**	**$ 15,668,203**	**$ 26,035,313**	**38%**
EXPENSE TOTALS	**$ 41,703,516**	**$ 4,173,853**	**$ 9,708,451**	**$ 27,821,212**	**33%**
	$ -	**$ (4,173,853)**	**$ 5,959,752**	**$ (1,785,899)**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	3,000,000	4,549,330.17	152	5,000,000	5,430,374.69	109	6,626,904	1,196,529.31
20 00	DELINQUENT TAXES	0	1.13		0	440.10		15,000	14,559.90
25 00	PENALTIES RE: TAXES	0	2,256.53		0	3,282.98		5,000	1,717.02
30 00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311 **	AD VALOREM	3,000,000	4,551,587.83	152	5,000,000	5,434,097.77	109	6,846,904	1,412,806.23
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	46,144	33,343.18	72	138,432	97,075.98	70	553,736	456,660.02
312 **	SALES USE AND FUEL TAXES	46,144	33,343.18	72	138,432	97,075.98	70	553,736	456,660.02
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	125,000	146,917.38	118	375,000	308,918.01	82	1,500,000	1,191,081.99
30 00	WATER-COCOA	30,423	29,784.65	98	91,269	90,172.59	99	365,082	274,909.41
40 00	GAS	1,433	3,540.66	247	4,299	6,978.02	162	17,200	10,221.98
80 00	PROPANE	1,666	2,189.97	132	4,998	2,697.49	54	20,000	17,302.51
314 **	UTILITY SERVICE TAX	158,522	182,432.66	115	475,566	408,766.11	86	1,902,282	1,493,515.89
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	51,292	78,245.00	153	153,876	179,896.19	117	615,507	435,610.81
315 **	COMMUNICATION SERVICE TAX	51,292	78,245.00	153	153,876	179,896.19	117	615,507	435,610.81
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	1,000	3,748.05	375	147,000	110,367.51	75	156,000	45,632.49
316 **	LOCAL BUSINESS TAX	1,000	3,748.05	375	147,000	110,367.51	75	156,000	45,632.49
310 ***	TAXES	3,256,958	4,849,356.72		5,914,874	6,230,203.56		10,074,429	3,844,225.44
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
10 00	TRAINING SURCHARGE	0	365.73-		0	365.73-		0	365.73
322 **	BUILDING PERMITS	0	365.73-		0	365.73-		0	365.73
323	FRANCHISE FEES								
10 00	ELECTRICITY	116,666	117,597.22	101	349,998	117,597.22	34	1,400,000	1,282,402.78
40 00	GAS	2,900	5,824.14	201	8,700	11,477.03	132	34,800	23,322.97
70 00	SOLID WASTE	15,641	17,590.63	113	46,923	52,530.14	112	187,703	135,172.86
323 **	FRANCHISE FEES	135,207	141,011.99	104	405,621	181,604.39	45	1,622,503	1,440,898.61
325	SPECIAL ASSESSMENT								
22 01	CHARGES FOR PUBLIC SVCS	1,000,000	1,646,523.07	165	2,500,000	2,154,595.61	86	2,614,500	459,904.39

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
22 02	DELINQUENT TAX	0	3.29		0	9.98		2,000	1,990.02
22 03	PENALTIES	0	1.03		0	83.59		2,000	1,916.41
22 04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
22 *	FIRE PROTECTION	1,000,000	1,646,527.39	165	2,500,000	2,154,689.18	86	2,768,500	613,810.82
325 **	SPECIAL ASSESSMENT	1,000,000	1,646,527.39	165	2,500,000	2,154,689.18	86	2,768,500	613,810.82
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	833	1,425.00	171	2,499	33,519.75	1341	10,000	23,519.75-
35 00	FIRE INSPECTIONS	166	700.00	422	498	1,100.00	221	2,000	900.00
329 **	OTHER PERMITS & FEES	999	2,125.00	213	2,997	34,619.75	1155	12,000	22,619.75-
320 ***	OTHER PERMITS & FEES	1,136,206	1,789,298.65		2,908,618	2,370,547.59		4,403,003	2,032,455.41
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	0	.00		42,750	42,750.00	100	171,000	128,250.00
20 15	VICTIMS OF CRIME ACT GRNT	7,640	11,357.94	149	25,854	11,357.94	44	94,623	83,265.06
20 16	INTERNET CRIMES GRANT	833	.00		2,499	.00		10,000	10,000.00
20 19	JAG 2020-DJ-BX-0410	0	.00		16,617	.00		16,617	16,617.00
20 21	JAG BULLET PROOF V 2020	0	.00		16,980	.00		16,980	16,980.00
20 *	PUBLIC SAFETY	8,473	11,357.94	134	104,700	54,107.94	52	309,220	255,112.06
39 12	USDA/FOREST SVC 26866	0	.00		15,000	.00		15,000	15,000.00
39 *	OTHER PHYSCAL ENVIRONMENT	0	.00		15,000	.00		15,000	15,000.00
50 *	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	8,473	11,357.94	134	119,700	54,107.94	45	324,220	270,112.06
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		0	.00		26,000	26,000.00
333 **	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		26,000	26,000.00
334	STATE GRANT								
50 10	CARES CRF #107-2020	0	.00		0	54,741.25		0	54,741.25-
50 *	ECONOMIC ENVIRONMENT	0	.00		0	54,741.25		0	54,741.25-
334 **	STATE GRANT	0	.00		0	54,741.25		0	54,741.25-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	41,916	42,216.81	101	125,748	126,650.43	101	503,000	376,349.57
12 20	8TH CNT MUNICIPAL GAS TAX	12,736	11,955.93	94	38,208	35,867.79	94	152,832	116,964.21
12 *	STATE REVENUE SHARING	54,652	54,172.74	99	163,956	162,518.22	99	655,832	493,313.78
14 00	MOBILE HOME LICENSES	1,833	4,465.71	244	5,499	8,266.80	150	22,000	13,733.20
15 00	ALCOHOLIC BEVERAGE	416	.00		1,248	.00		5,000	5,000.00
18 00	LOCAL GOVERNMENT 1/2 CENT	87,875	95,208.61	108	263,625	189,267.57	72	1,054,500	865,232.43
21 00	FIREFIGHTER SUPPLEMENTAL	0	3,965.48		4,000	3,965.48	99	16,000	12,034.52
29 *	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41 00	FUEL TAX REFUNDS	2,083	.00		6,249	.00		25,000	25,000.00
335 **	STATE SHARED REVENUES	146,859	157,812.54	108	444,577	364,018.07	82	1,778,332	1,414,313.93
337	GRANTS FROM LOCAL UNITS								
30 15	FIND BV-CO-17-134 CD18LW	0	.00		0	225,000.00		0	225,000.00-
30 16	FIND BV-CO-17-139E ES17HI	0	.00		0	427,100.00		0	427,100.00-
30 17	FIND BV-CO-20-147 DREDGIN	2,727	.00		5,454	.00		30,000	30,000.00
30 18	FIND BV-CO-20-146 BT RAMP	2,273	.00		4,546	.00		25,000	25,000.00
30 *	PHYSICAL ENVIRONMENT	5,000	.00		10,000	652,100.00	6521	55,000	597,100.00-
40 02	AURORA ST SIDEWLK IMPROV	4,545	.00		9,090	.00		50,000	50,000.00
337 **	GRANTS FROM LOCAL UNITS	9,545	.00		19,090	652,100.00	3416	105,000	547,100.00-
330 ***	INTERGOVERNMENTAL REVENUE	164,877	169,170.48		583,367	1,124,967.26		2,233,552	1,108,584.74
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	548,813	548,814.00	100	1,646,439	1,646,442.00	100	6,585,764	4,939,322.00
31 00	ADMIN FEES STORMWATER	14,895	14,897.00	100	44,685	44,691.00	100	178,749	134,058.00
40 00	CERTIFY/COPY/SEARCH	8,000	9,666.35	121	24,000	21,956.50	92	96,000	74,043.50
90 12	PASSPORT EXECUTION FEES	166	105.00	63	498	315.00	63	2,000	1,685.00
341 **	GENERAL GOVERNMENT	571,874	573,482.35	100	1,715,622	1,713,404.50	100	6,862,513	5,149,108.50
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	2,500	.00		7,500	.00		30,000	30,000.00
90 00	OTHER PUBLIC SAFETY	83	275.00	331	249	275.00	110	1,000	725.00
90 01	FALSE ALARM FEES	708	1,855.00	262	2,124	3,645.00	172	8,500	4,855.00
90 *	OTHER PUBLIC SAFETY	791	2,130.00	269	2,373	3,920.00	165	9,500	5,580.00
342 **	PUBLIC SAFETY	3,291	2,130.00	65	9,873	3,920.00	40	39,500	35,580.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
343		PHYSICAL ENVIRONMENT								
	37 10	BREVARD COUNTY	40,911	41,862.08	102	122,733	125,725.90	102	490,941	365,215.10
	37 11	ROCKLEDGE	24,041	24,165.04	101	72,123	72,722.50	101	288,493	215,770.50
	37 12	SUN LAKE	317	313.50	99	951	639.54	67	3,814	3,174.46
	37 13	CLNY PK-M.I.UTIL CO.	159	166.44	105	477	331.74	70	1,917	1,585.26
	37 16	COCOA BEACH	9,407	9,411.38	100	28,221	28,263.01	100	112,886	84,622.99
	37 17	CAPE CANAVERAL	7,755	7,690.17	99	23,265	23,162.63	100	93,062	69,899.37
	37 18	TITUSVILLE	352	342.00	97	1,056	702.24	67	4,231	3,528.76
	37 *	WATER BILLING SERVICES	82,942	83,950.61	101	248,826	251,547.56	101	995,344	743,796.44
	39 01	SERVICE CHARGES	33,333	55,290.00	166	99,999	166,295.20	166	400,000	233,704.80
	39 03	ADMIN CHARGES	31,750	34,010.00	107	95,250	102,575.00	108	381,000	278,425.00
	39 04	PENALTIES	65,804	53,400.83	81	197,412	179,782.00	91	789,650	609,868.00
	39 05	NSF CHECKS	2,879	2,412.90	84	8,637	6,305.11	73	34,552	28,246.89
	39 *	WATER OTHER INCOME	133,766	145,113.73	109	401,298	454,957.31	113	1,605,202	1,150,244.69
	41 10	SOLID WASTE	162,795	162,796.52	100	488,385	489,118.30	100	1,953,540	1,464,421.70
	41 20	RECYCLING REVENUE	23,903	27,257.23	114	71,709	81,622.04	114	286,842	205,219.96
	41 30	GREEN WASTE	15,783	16,159.49	102	47,349	48,417.47	102	189,399	140,981.53
	41 *	GARBAGE COLLECTION	202,481	206,213.24	102	607,443	619,157.81	102	2,429,781	1,810,623.19
	45 10	BILLING FEE - WASTE MGMT	8,709	8,952.36	103	26,127	17,871.78	68	104,519	86,647.22
	45 *	GARBAGE-OTHER REVENUE	8,709	8,952.36	103	26,127	17,871.78	68	104,519	86,647.22
	90 01	FDOT MEDIAN MAINT	19,000	.00		19,000	17,782.50	94	71,130	53,347.50
	90 03	FDOT MNT SIGNAL/HWY LIGHT	50,000	.00		50,000	.00		218,805	218,805.00
	90 *	OTHER PHYSICAL ENVIRON	69,000	.00		69,000	17,782.50	26	289,935	272,152.50
343	**	PHYSICAL ENVIRONMENT	496,898	444,229.94	89	1,352,694	1,361,316.96	101	5,424,781	4,063,464.04
347		CULTURE/RECREATION								
	39 10	PORCHER HOUSE - REVENUES	2,500	3,881.46	155	7,500	8,254.34	110	30,000	21,745.66
	39 11	TENANT MAINTENANCE FEES	100	185.16	185	300	383.84	128	1,200	816.16
	39 20	COCOA CIVIC CENTER	2,083	3,719.78	179	6,249	12,013.66	192	25,000	12,986.34
	39 30	RIVERFRONT PARK	1,666	1,990.00	119	4,998	6,215.00	124	20,000	13,785.00
	39 *	OTHER CULTURAL SERVICES	6,349	9,776.40	154	19,047	26,866.84	141	76,200	49,333.16
	40 05	SPECIAL EVENT PERMITS	625	.00		1,875	2,150.00	115	7,500	5,350.00
	50 10	EVENT FEES	307	124.41	41	921	1,368.51	149	3,695	2,326.49
	50 30	ADVERTISING/SPONSORSHIPS	708	1,550.00	219	2,124	1,550.00	73	8,500	6,950.00
	50 *	SPECIAL REC FACILITIES	1,015	1,674.41	165	3,045	2,918.51	96	12,195	9,276.49
347	**	CULTURE/RECREATION	7,989	11,450.81	143	23,967	31,935.35	133	95,895	63,959.65
340	***	CHARGES FOR SERVICES	1,080,052	1,031,293.10		3,102,156	3,110,576.81		12,422,689	9,312,112.19

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
90	00	OTHER	1,234	705.53	57	3,702	2,442.55	66	14,813	12,370.45
351	**	JUDGMENTS AND FINES	1,234	705.53	57	3,702	2,442.55	66	14,813	12,370.45
350	***	FINES AND FORFEITURES	1,234	705.53		3,702	2,442.55		14,813	12,370.45
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	3,673	7,174.56	195	11,019	22,528.86	205	44,083	21,554.14
10	02	INVESTMENT INTEREST	1,224	275.95	23	3,672	1,117.30	30	14,694	13,576.70
10	10	SBA	1,224	77.74	6	3,672	300.96	8	14,694	14,393.04
10	11	INTEREST/CBOS	1,224	.00		3,672	.00		14,694	14,694.00
10	*	INTEREST	7,345	7,528.25	103	22,035	23,947.12	109	88,165	64,217.88
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	7,345	7,528.25	103	22,035	23,947.12	109	88,165	64,217.88
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	8,000	3,791.66	47	53,000	44,182.15	83	125,886	81,703.85
362	**	RENT AND ROYALTIES	8,000	3,791.66	47	53,000	44,182.15	83	125,886	81,703.85
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365		SALE SURPLUS MTRLS &SCRAP								
365	**	SALE SURPLUS MTRLS &SCRAP	0	.00		0	.00		0	.00
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	0	60,000.00		0	97,000.00		0	97,000.00-
10	15	FIREHOUSE SUBS-EXTRAC EQ	0	.00		33,180	.00		33,180	33,180.00
10	*	DONATIONS-PRIVATE SOURCES	0	.00		33,180	.00		33,180	33,180.00
366	**	CONTRIBUTIONS & DONATIONS	0	60,000.00		33,180	97,000.00	292	33,180	63,820.00-
368		PENSION CONTRIBUTIONS								
21	00	POLICE STATE CONTRIBUTION	0	.00		0	.00		182,386	182,386.00
22	00	FIRE STATE CONTRIBUTION	0	.00		0	.00		105,146	105,146.00
368	**	PENSION CONTRIBUTIONS	0	.00		0	.00		287,532	287,532.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	2,621.00		0	9,549.45		0	9,549.45-
90 02	POLICE SECURITY SERVICES	6,250	1,890.00	30	18,750	16,992.00	91	75,000	58,008.00
90 03	CODE ENF ABATE/DEMO REV	7,916	22,971.33	290	23,748	29,117.62	123	95,000	65,882.38
90 04	MISC. POLICE REVENUES	83	42.25	51	249	366.60	147	1,000	633.40
90 05	INVESTIGATIVE COSTS REIM	4,250	2,176.66	51	12,750	17,144.78	135	51,000	33,855.22
90 09	PROPERTY REGISTRATION	625	200.00	32	1,875	500.00	27	7,500	7,000.00
90 *	OTHER MISC REVENUES	19,124	29,901.24	156	57,372	73,670.45	128	229,500	155,829.55
96 00	INSURANCE REFUND/PROCEEDS	323	.00		969	.00		3,870	3,870.00
369 **	OTHER MISC REVENUES	19,447	29,901.24	154	58,341	73,670.45	126	233,370	159,699.55
360 ***	MISCELLANEOUS REVENUES	34,792	101,221.15		166,556	238,799.72		768,133	529,333.28
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	17,500	175,000.00	1000	17,500	175,000.00	1000	175,000	.00
91 10	TRF FROM COCOA CRA (110)	26,439	21,439.92	81	74,317	119,319.76	161	312,279	192,959.24
91 *	TRANSFER FROM	43,939	196,439.92	447	91,817	294,319.76	321	487,279	192,959.24
381 **	INTERFUND TRANSFER	43,939	196,439.92	447	91,817	294,319.76	321	487,279	192,959.24
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	650,865	650,865.67	100	1,952,595	1,952,597.01	100	7,810,388	5,857,790.99
40 01	6% PILOFF	114,582	114,582.75	100	343,746	343,748.25	100	1,374,993	1,031,244.75
40 *	CONTRIBUTIONS	765,447	765,448.42	100	2,296,341	2,296,345.26	100	9,185,381	6,889,035.74
382 **	CONTRIBUTIONS ENTERPRISE	765,447	765,448.42	100	2,296,341	2,296,345.26	100	9,185,381	6,889,035.74
383	INSTLMT PURCH/CAP LEASE								
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	175,805	.00		531,996	.00		2,114,237	2,114,237.00
99 *	BALANCE FORWARD	175,805	.00		531,996	.00		2,114,237	2,114,237.00
389 **	NON OPERATING SOURCES	175,805	.00		531,996	.00		2,114,237	2,114,237.00
380 ***	OTHER SOURCES(NON-REV)	985,191	961,888.34		2,920,154	2,590,665.02		11,786,897	9,196,231.98
FUND TOTAL	GENERAL FUND	6,659,310	8,902,933.97		15,599,427	15,668,202.51		41,703,516	26,035,313.49

GRAND TOTAL	6,659,310	8,902,933.97	15,599,427	15,668,202.51	41,703,516	26,035,313.49

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2657	2550.00	96	7971	7650.10	96	.00	31895	24244.90	24
11 **	EXECUTIVE SALARIES	2657	2550.00	96	7971	7650.10	96	.00	31895	24244.90	24
12-00	REGULAR SALARIES & WAGES	1083437	1401311.34	129	3237630	2860836.64	88	.00	12988701	10127864.36	22
12-06	SALARIES/CONTRACTUAL	2083	315.00	15	6249	3974.25	64	.00	25000	21025.75	16
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	21251	9800.88	46	53286	192469.62	361	.00	244585	52115.38	79
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1106771	1411427.22	128	3297165	3057280.51	93	.00	13258286	10201005.49	23
13-00	OTHER SALARIES & WAGES	59276	83201.09	140	177048	158689.99	90	.00	720013	561323.01	22
13 **	OTHER SALARIES & WAGES	59276	83201.09	140	177048	158689.99	90	.00	720013	561323.01	22
14-00	OVERTIME	33588	78592.01	234	100764	152144.45	151	.00	403121	250976.55	38
14-01	COMP TIME	583	.00	0	1749	.00	0	.00	7000	7000.00	0
14-20	JAG COVID 2020-VD-BX-1270	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	34171	78592.01	230	102513	152144.45	148	.00	410121	257976.55	37
15-00	SPECIAL PAY	28198	43870.14	156	84594	88063.86	104	.00	338400	250336.14	26
15 **	SPECIAL PAY	28198	43870.14	156	84594	88063.86	104	.00	338400	250336.14	26
20-00	CLOTHING/SHOE ALLOWANCE	1810	.00	0	6580	7590.00	115	.00	22870	15280.00	33
20 **	CLOTHING/SHOE ALLOWANCE	1810	.00	0	6580	7590.00	115	.00	22870	15280.00	33
21-00	FICA TAXES	91278	121987.69	134	272438	260965.30	96	.00	1094783	833817.70	24
21 **	FICA TAXES	91278	121987.69	134	272438	260965.30	96	.00	1094783	833817.70	24
22-00	RETIREMENT CONTRIBUTIONS	73342	98646.68	135	220212	203933.93	93	.00	880423	676489.07	23
22-01	FIREFIGHTERS	202168	259323.54	128	604571	584376.78	97	.00	2424096	1839719.22	24
22-02	STATE CONTRIBUTIONS	4278-	.00	0	38486	.00	0	.00	287532	287532.00	0
22-03	ICMA - CITY MANAGER	1250	.00	0	3750	.00	0	.00	15000	15000.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	272482	357970.22	131	867019	788310.71	91	.00	3607051	2818740.29	22
23-00	LIFE/HEALTH INSURANCE	24724	20740.88	84	75149	61379.66	82	.00	303748	242368.34	20
23-02	LIFE/HEALTH GF RETIREES	38984	75640.67	194	116952	106331.22	91	2673.00	467812	358807.78	23
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	320365	232972.90	73	961095	614172.64	64	.00	3844514	3230341.36	16
23-05	HEALTH GF RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0
23-06	HEALTH GF RETIREES 100%	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	384073	329354.45	86	1153196	781883.52	68	2673.00	4616074	3831517.48	17
24-00	WORKER'S COMPENSATION	56578	68810.28	122	168722	168053.08	100	.00	678365	510311.92	25
24 **	WORKER'S COMPENSATION	56578	68810.28	122	168722	168053.08	100	.00	678365	510311.92	25
25-00	UNEMPLOYMENT COMPENSATION	0	13012.55	0	0	13012.55	0	.00	5000	8012.55-	260
25 **	UNEMPLOYMENT COMPENSATION	0	13012.55	0	0	13012.55	0	.00	5000	8012.55-	260
27-00	BENEFIT OFFSET	18584	17810.00	96	56188	46423.66	83	.00	223440	177016.34	21
27 **	BENEFIT OFFSET	18584	17810.00	96	56188	46423.66	83	.00	223440	177016.34	21
31-00	PROFESSIONAL SERVICES	53255	51727.12	97	125922	122166.55	97	214333.44	427332	90832.01	79
31-01	LEGAL EXPENSES	37705	37800.29	100	113115	70756.37	63	339329.63	452473	42387.00	91
31-02	MEDICAL SERVICES	4035	1197.46	30	12105	1438.38	12	39151.62	48420	7830.00	84
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	13500.00	1200	3375	13500.00	400	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-11	USDA MANAGE FOREST GRANT	2500	.00	0	7500	12787.20	171	.00	30000	17212.80	43
31-13	FIND BV-C0-20-146 BT RAMP	4546	.00	0	9092	.00	0	48993.00	50000	1007.00	98
31-14	FIND BV-CO-20-147 DREDGIN	5454	.00	0	10908	.00	0	49748.00	60000	10252.00	83
31-33	EMPLOYEE HEALTH CENTER	16602	17920.39	108	49806	37333.00	75	160622.00	199238	1283.00	99
31 **	PROFESSIONAL SERVICES	125222	122145.26	98	331823	257981.50	78	852177.69	1280963	170803.81	87

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
32-00	ACCOUNTING & AUDITING	6833	.00	0	20499	25000.00	122	47000.00	82000	10000.00	88
32 **	ACCOUNTING & AUDITING	6833	.00	0	20499	25000.00	122	47000.00	82000	10000.00	88
34-00	CONTRACT SERVICES	99109	31626.29	32	316829	150853.86	48	316198.10	1074442	607390.04	44
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	163833	173536.70	106	491499	347135.59	71	.00	1966000	1618864.41	18
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	18466	13160.83	71	55398	40987.43	74	179841.97	221600	770.60	100
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	281408	218323.82	78	863726	538976.88	62	496040.07	3262042	2227025.05	32
39-00	CONTINGENCY	16421	.00	0	80457	.00	0	.00	228258	228258.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	4447	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	20868	.00	0	84904	.00	0	.00	228258	228258.00	0
40-00	TRAVEL & PER DIEM	7466	157.49	2	22398	836.93	4	.00	89689	88852.07	1
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	7466	157.49	2	22398	836.93	4	.00	89689	88852.07	1
41-00	COMMUNICATION	16037	13510.43	84	42759	26831.65	63	124434.09	163688	12422.26	92
41 **	COMMUNICATION	16037	13510.43	84	42759	26831.65	63	124434.09	163688	12422.26	92
42-00	POSTAGE & FREIGHT	35159	36240.01	103	112158	73780.50	66	322795.94	427905	31328.56	93
42 **	POSTAGE & FREIGHT	35159	36240.01	103	112158	73780.50	66	322795.94	427905	31328.56	93
43-00	ELECTRIC/WATER/SEWER	65538	46832.29	72	196614	101071.52	51	561180.42	786484	124232.06	84
43 **	ELECTRIC/WATER/SEWER	65538	46832.29	72	196614	101071.52	51	561180.42	786484	124232.06	84
44-00	RENTALS AND LEASES	11550	13189.23	114	34651	21830.23	63	105562.77	138649	11256.00	92

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
44 **	RENTALS AND LEASES	11550	13189.23	114	34651	21830.23	63	105562.77	138649	11256.00	92
45-00	INSURANCE	47418	120725.58	255	142340	247457.32	174	.00	569154	321696.68	44
45 **	INSURANCE	47418	120725.58	255	142340	247457.32	174	.00	569154	321696.68	44
46-00	REPAIRS & MAINTENANCE	64075	33239.46	52	275754	234905.07	85	139926.58	588183	213351.35	64
46-02	REPAIR/MAINT BUILDING	21891	10603.38	48	65673	27539.99	42	33456.00	262701	201705.01	23
46-03	REPAIR/MAINT-VEHICLES	113669	3142.81	3	155743	74611.08	48	850.00	275556	200094.92	27
46-05	HYDRANT FEES	19246	19210.38	100	57738	57631.14	100	.00	230960	173328.86	25
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	218881	66196.03	30	554908	394687.28	71	174232.58	1357400	788480.14	42
47-00	PRINTING & BINDING	12269	9944.26	81	40670	22173.18	55	115970.51	168419	30275.31	82
47 **	PRINTING & BINDING	12269	9944.26	81	40670	22173.18	55	115970.51	168419	30275.31	82
48-00	PROMOTIONAL ACTIVITIES	5826	7434.96	128	17705	47231.27-	267-	1728.00-	66325	115284.27	74-
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	2499	.00	0	.00	10000	10000.00	0
48 **	PROMOTIONAL ACTIVITIES	6659	7434.96	112	20204	47231.27-	234-	1728.00-	76325	125284.27	64-
49-00	OTHER CHARGES & OBLIG.	18939	6080.64	32	54501	18368.05	34	185279.67	247379	43731.28	82
49-02	ADVERTISING	82	1345.00	1640	246	1345.00	547	.00	1000	345.00-	135
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	1248	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	4814.57-	0	0	11294.80-	0	.00	0	11294.80	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	4998	.00	0	.00	20000	20000.00	0
49 **	OTHER CHARGES & OBLIG.	21103	2611.07	12	60993	8418.25	14	185279.67	273379	79681.08	71
51-00	OFFICE SUPPLIES	3492	1818.02	52	10536	4465.49	42	.00	42073	37607.51	11

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51 **	OFFICE SUPPLIES	3492	1818.02	52	10536	4465.49	42	.00	42073	37607.51	11
52-00	OPERATING SUPPLIES	54341	187410.87	345	170279	294154.13	173	112357.42	659430	252918.45	62
52-02	UNIFORMS	2811	620.50	22	8433	620.50	7	22007.50	33750	11122.00	67
52-05	EMS 1st RESP-CONSUM SUPP	3803	5474.56	144	11409	11081.48	97	27514.34	45640	7044.18	85
52-07	JANITORIAL SUPPLIES	3072	1668.92	54	9216	6490.10	70	.00	36886	30395.90	18
52-10	HEATING FUEL	247	249.56	101	741	550.31	74	2417.69	2968	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	129-	.00	0	1157	3513.00	304	.00	0	3513.00-	0
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	1385	.00	0	4155	.00	0	.00	16617	16617.00	0
52-22	JAG BULLET PROOF V 2020	3087	1171.00	38	6174	1171.00	19	32789.00	33960	.00	100
52-30	FUEL, OIL, & LUBRICANTS	16971	13027.24	77	50913	26349.03	52	.00	203709	177359.97	13
52-33	EMPLOYEE HEALTH CENTER	8379	9149.15	109	25137	11945.58	48	88602.42	100548	.00	100
52 **	OPERATING SUPPLIES	93967	218771.80	233	287614	355875.13	124	285688.37	1133508	491944.50	57
53-00	ROAD MATERIALS/SUPPLIES	2333	2294.47	98	6999	6971.19	100	5900.00	28000	15128.81	46
53 **	ROAD MATERIALS/SUPPLIES	2333	2294.47	98	6999	6971.19	100	5900.00	28000	15128.81	46
54-00	MEMBERSHIP/PUBLICATIONS	5844	2718.82	47	25005	18153.46	73	517.50	67163	48492.04	28
54 **	MEMBERSHIP/PUBLICATIONS	5844	2718.82	47	25005	18153.46	73	517.50	67163	48492.04	28
55-00	TRAINING	8718	1480.00	17	33529	16086.00	48	1920.00	127816	109810.00	14
55-01	EDA PROGRAM	833	.00	0	2499	.00	0	.00	10000	10000.00	0
55 **	TRAINING	9551	1480.00	16	36028	16086.00	45	1920.00	137816	119810.00	13
56-15	IT-RELATED OPERATING EXP	177432	20821.60	12	565607	320462.69	57	8745.34	2097973	1768764.97	16
56-16	EMS DATA COLLECTION-BEMO	1155	.00	0	3465	.00	0	.00	13865	13865.00	0
56 **	TECHNOLOGY SYSTEMS	178587	20821.60	12	569072	320462.69	56	8745.34	2111838	1782629.97	16
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

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58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	36452	.00	0	97904	.00	0	345602.23	425985	80382.77	81
63-04	FDOT LAP 2020-SIDEWALKS	705	.00	0	1410	78150.62-	5543-	81498.99	7750	4401.63	43
63 **	INFRASTRUCTURE	37157	.00	0	99314	78150.62-	79-	427101.22	433735	84784.40	81
64-00	MACHINERY AND EQUIPMENT	56665	9860.00	17	169022	61738.24	37	458361.36	679028	158928.40	77
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	5613	.00	0	5613	.00	0	.00	56127	56127.00	0
64-16	FIREHOUSE SUBS-EXTRAC EQ	2765	.00	0	8295	.00	0	.00	33180	33180.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	65043	9860.00	15	182930	61738.24	34	458361.36	768335	248235.40	68
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0

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73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	81546	978561.00	1200	244638	978561.00	400	.00	978560	1.00-	100
81 **	AIDS TO GOVT AGENCY	81546	978561.00	1200	244638	978561.00	400	.00	978560	1.00-	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	1266	.00	0	3798	.00	0	.00	15200	15200.00	0
83-10	CARES CRF #107-2020	0	15550.21	0	0	54741.25	0	.00	0	54741.25-	0
83 **	OTHER GRANTS & AIDS	1266	15550.21	1228	3798	54741.25	1441	.00	15200	39541.25-	360
91-03	CDBG (103)	371	.00	0	742	4084.00	550	.00	4083	1.00-	100
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	BUILDING PERMITS	27237	.00	0	81711	326846.00	400	.00	326846	.00	100
91-08	SEC 108 LOAN GUARANTEE	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	145475	145578.33	100	436425	436734.99	100	.00	1745706	1308971.01	25
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	173083	145578.33	84	518878	767664.99	148	.00	2076635	1308970.01	37
FUND 001	TOTAL *********										
	GENERAL FUND	3584158	4583350.33	128	10706893	9708450.52	91	4173852.53	41703516	27821212.95	33
GRAND	TOTAL *********										
		3584158	4583350.33	128	10706893	9708450.52	91	4173852.53	41703516	27821212.95	33

FY 2021 Budget by Classification Report - Summary Listing

12/31/2020

Target for December 2020 is 25%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 66,526,376		$ 15,765,305	$ 50,761,071	24%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 93,078		$ 32,326	$ 60,752	35%
OTHER SOURCES (NON-REVENUE)	$ 10,698,489		$ 118,122	$ 10,580,367	1%
REVENUE TOTALS	**$ 77,317,943**	**-**	**$ 15,915,753**	**$ 61,402,190**	**21%**
EXPENSE					
SALARIES AND BENEFITS	$ 17,169,162	$ -	$ 3,547,031	$ 13,622,131	21%
OPERATING EXPENDITURES	$ 28,945,329	$ 7,945,555	$ 4,811,457	$ 16,188,317	44%
CAPITAL OUTLAY	$ 2,897,989	$ 1,580,845	$ 350,800	$ 966,344	67%
GRANTS, AIDS AND OTHER	$ 28,305,465	$ -	$ 15,666,026	$ 12,639,439	55%
EXPENSE TOTALS	**$ 77,317,943**	**$ 9,526,400**	**$ 24,375,314**	**$ 43,416,231**	44%
REVENUE TOTALS	**$ 77,317,943**	**$ -**	**$ 15,915,753**	**$ 61,402,190**	**21%**
EXPENSE TOTALS	**$ 77,317,943**	**$ 9,526,400**	**$ 24,375,314**	**$ 43,416,231**	**44%**
	$ -	**$ (9,526,400)**	**$ (8,459,561)**	**$ 17,985,959**	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
	03 *	IMPACT FEES	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00
320	***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	31 00	WATER SALES	4,711,112	4,128,798.25	88	14,133,336	12,969,613.76	92	56,533,349	43,563,735.24
	33 00	WATER CONNECTION FEE	44,592	44,552.04	100	133,776	135,250.08	101	535,105	399,854.92
	33 *	WATER CONNECTION FEE	44,592	44,552.04	100	133,776	135,250.08	101	535,105	399,854.92
	36 00	WATER HYDRANT FEES	249,222	311,254.96	125	747,666	907,538.97	121	2,990,667	2,083,128.03
	39 06	HYDRANT RESID FLOW TEST	133	500.00	376	399	2,000.00	501	1,600	400.00-
	39 07	BACKFLOW DEVICE TEST	12,083	18,024.22	149	36,249	53,278.60	147	145,000	91,721.40
	39 08	JUMPER METERS	58	50.00	86	174	300.00	172	700	400.00
	39 09	PLAN REVIEW/CONST INSPECT	1,000	2,500.00	250	3,000	9,000.00	300	12,000	3,000.00
	39 10	BACKFLOW PRV/RLCT TEMP	41	105.42	257	123	216.26	176	500	283.74
	39 *	WATER OTHER INCOME	13,315	21,179.64	159	39,945	64,794.86	162	159,800	95,005.14
	51 00	SEWER SALES	491,570	489,358.12	100	1,474,710	1,587,799.67	108	5,898,843	4,311,043.33
	51 *	SEWER SALES	491,570	489,358.12	100	1,474,710	1,587,799.67	108	5,898,843	4,311,043.33
	59 01	GREASE TRAP PERMITS	516	694.88	135	1,548	2,044.22	132	6,200	4,155.78
	60 00	REUSE WATER SALES	32,951	27,935.42	85	98,853	86,719.08	88	395,412	308,692.92
	60 01	REUSE WATER INSTALLATION	583	135.81	23	1,749	11,544.43	660	7,000	4,544.43-
	60 *	REUSE WATER SALES	33,534	28,071.23	84	100,602	98,263.51	98	402,412	304,148.49

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
343	**	PHYSICAL ENVIRONMENT	5,543,861	5,023,909.12	91	16,631,583	15,765,305.07	95	66,526,376	50,761,070.93
340	***	CHARGES FOR SERVICES	5,543,861	5,023,909.12		16,631,583	15,765,305.07		66,526,376	50,761,070.93
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	1,666	8,156.43	490	4,998	27,404.47	548	20,000	7,404.47-
10	02	INVESTMENT INTEREST	1,250	68.56	6	3,750	277.60	7	15,000	14,722.40
10	11	INTEREST/CBOS	416	.00		1,248	.00		5,000	5,000.00
10	*	INTEREST	3,332	8,224.99	247	9,996	27,682.07	277	40,000	12,317.93
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	3,332	8,224.99	247	9,996	27,682.07	277	40,000	12,317.93
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		324	1,300.00	401	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		324	1,300.00	401	1,300	.00
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	250	492.90	197	750	492.90	66	3,000	2,507.10
365	**	SALE SURPLUS MTRLS &SCRAP	250	492.90	197	750	492.90	66	3,000	2,507.10
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,064	799.50-	20	12,192	2,851.01	23	48,778	45,926.99
90	*	OTHER MISC REVENUES	4,064	799.50-	20	12,192	2,851.01	23	48,778	45,926.99
369	**	OTHER MISC REVENUES	4,064	799.50-	20	12,192	2,851.01	23	48,778	45,926.99
360	***	MISCELLANEOUS REVENUES	7,754	7,918.39		23,262	32,325.98		93,078	60,752.02
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
81	00	CONTRIBUTION LIFT STATION	0	.00		0	48,575.00		0	48,575.00-
82	00	CONTRIBUTION S MAINLAND	0	.00		0	1,775.96		0	1,775.96-
83	00	CONTRIBUTION VIERA	0	.00		0	67,770.86		0	67,770.86-
83	*	CONTRIBUTION VIERA	0	.00		0	67,770.86		0	67,770.86-
99	50	FUND BAL-APPROP. RESERVES	910,379	.00		2,505,080	.00		10,698,489	10,698,489.00
99	*	BALANCE FORWARD	910,379	.00		2,505,080	.00		10,698,489	10,698,489.00
389	**	NON OPERATING SOURCES	910,379	.00		2,505,080	118,121.82	5	10,698,489	10,580,367.18
380	***	OTHER SOURCES(NON-REV)	910,379	.00		2,505,080	118,121.82		10,698,489	10,580,367.18
FUND TOTAL		WATER/SEWER FUND	6,461,994	5,031,827.51		19,159,925	15,915,752.87		77,317,943	61,402,190.13
GRAND TOTAL			6,461,994	5,031,827.51		19,159,925	15,915,752.87		77,317,943	61,402,190.13

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	782468	878116.72	112	2347404	1811313.95	77	.00	9389659	7578345.05	19
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	9323	19268.54	207	21315	94121.66	442	.00	105240	11118.34	89
12 **	REGULAR SALARIES & WAGES	791791	897385.26	113	2368719	1905435.61	80	.00	9494899	7589463.39	20
13-00	OTHER SALARIES & WAGES	60584	74078.90	122	181752	155624.92	86	.00	727064	571439.08	21
13 **	OTHER SALARIES & WAGES	60584	74078.90	122	181752	155624.92	86	.00	727064	571439.08	21
14-00	OVERTIME	57644	93404.47	162	172932	175594.96	102	.00	691762	516167.04	25
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	57644	93404.47	162	172932	175594.96	102	.00	691762	516167.04	25
15-00	SPECIAL PAY	150	150.00	100	450	450.00	100	.00	1800	1350.00	25
15 **	SPECIAL PAY	150	150.00	100	450	450.00	100	.00	1800	1350.00	25
20-00	CLOTHING/SHOE ALLOWANCE	1507	600.00	40	6681	17775.00	266	.00	20870	3095.00	85
20 **	CLOTHING/SHOE ALLOWANCE	1507	600.00	40	6681	17775.00	266	.00	20870	3095.00	85
21-00	FICA TAXES	68281	79329.21	116	204333	168976.30	83	.00	818898	649921.70	21
21 **	FICA TAXES	68281	79329.21	116	204333	168976.30	83	.00	818898	649921.70	21
22-00	RETIREMENT CONTRIBUTIONS	97490	116303.41	119	503062	454540.80	90	.00	1388749	934208.20	33
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	97490	116303.41	119	503062	454540.80	90	.00	1388749	934208.20	33
23-00	LIFE/HEALTH INSURANCE	20968	15731.38	75	62904	41879.20	67	.00	251635	209755.80	17
23-02	LIFE/HEALTH RETIREES	14381	26064.39	181	43143	38200.26	89	.00	172579	134378.74	22
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	242637	167715.76	69	727911	434843.62	60	.00	2911682	2476838.38	15
23-05	HEALTH RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0
23-06	HEALTH RETIREES 100%	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23 **	LIFE/HEALTH INSURANCE	277986	209511.53	75	833958	514923.08	62	.00	3335896	2820972.92	15
24-00	WORKER'S COMPENSATION	44432	49090.34	111	133090	119559.06	90	.00	533024	413464.94	22
24 **	WORKER'S COMPENSATION	44432	49090.34	111	133090	119559.06	90	.00	533024	413464.94	22
25-00	UNEMPLOYMENT COMPENSATION	416	4129.77	993	1248	4129.77	331	.00	5000	870.23	83
25 **	UNEMPLOYMENT COMPENSATION	416	4129.77	993	1248	4129.77	331	.00	5000	870.23	83
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	12600	11400.00	91	37800	30021.64	79	.00	151200	121178.36	20
27 **	BENEFIT OFFSET	12600	11400.00	91	37800	30021.64	79	.00	151200	121178.36	20
31-00	PROFESSIONAL SERVICES	167098	25597.59	15	491634	42791.09	9	137502.44	1995529	1815235.47	9
31-01	LEGAL EXPENSES	45636	3878.80	9	136688	5103.10	4	82318.28	547421	459999.62	16
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	134209	22097.50	17	399774	37117.50	9	1031923.93	1607667	538625.57	67
31-33	EMPLOYEE HEALTH CENTER	11865	12890.15	109	35595	26853.61	75	115535.39	142389	.00	100
31 **	PROFESSIONAL SERVICES	358808	64464.04	18	1063691	111865.30	11	1367280.04	4293006	2813860.66	35
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	103303	21817.41	21	309616	31248.60	10	400944.41	1239377	807183.99	35
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	548813	548814.00	100	1646439	1646442.00	100	.00	6585764	4939322.00	25
34 **	CONTRACT SERVICES	652116	570631.41	88	1956055	1677690.60	86	400944.41	7825141	5746505.99	27
39-00	CONTINGENCY	55583	.00	0	232258	.00	0	.00	732501	732501.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	55583	.00	0	232258	.00	0	.00	732501	732501.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40-00	TRAVEL AND PER DIEM	1440	1015.00	71	4320	1441.00	33	.00	17308	15867.00	8
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1440	1015.00	71	4320	1441.00	33	.00	17308	15867.00	8
41-00	COMMUNICATION	17926	12766.57	71	49221	21371.32	43	170019.88	210577	19185.80	91
41 **	COMMUNICATION	17926	12766.57	71	49221	21371.32	43	170019.88	210577	19185.80	91
42-00	FREIGHT & POSTAGE SERVICE	2038	189.02	9	6114	528.01	9	.00	24490	23961.99	2
42 **	FREIGHT & POSTAGE SERVICE	2038	189.02	9	6114	528.01	9	.00	24490	23961.99	2
43-00	ELECTRIC/WATER/SEWER	203200	136062.04	67	609600	366411.17	60	1697803.55	2438430	374215.28	85
43 **	ELECTRIC/WATER/SEWER	203200	136062.04	67	609600	366411.17	60	1697803.55	2438430	374215.28	85
44-00	RENTAL AND LEASES	3519	400.00	11	10557	1200.00	11	3600.00	42250	37450.00	11
44 **	RENTAL AND LEASES	3519	400.00	11	10557	1200.00	11	3600.00	42250	37450.00	11
45-00	INSURANCE	38000	130536.76	344	212022	266559.15	126	.00	557551	290991.85	48
45 **	INSURANCE	38000	130536.76	344	212022	266559.15	126	.00	557551	290991.85	48
46-00	REPAIRS & MAINTENANCE	572689	313637.06	55	1714199	1072301.13	63	1034824.56	6868424	4761298.31	31
46-02	REPAIR/MAINT BUILDING	22794	1572.22	7	82295	5313.25	7	3904.00	287465	278247.75	3
46-03	REPAIR/MAINT-VEHICLES	20267	1386.75	7	60801	40564.22	67	.00	243232	202667.78	17
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	615750	316596.03	51	1857295	1118178.60	60	1038728.56	7399121	5242213.84	29
47-00	PRINTING & BINDING	603	.00	0	1809	48.00	3	.00	7280	7232.00	1
47 **	PRINTING & BINDING	603	.00	0	1809	48.00	3	.00	7280	7232.00	1
48-00	PROMOTIONAL ACTIVITIES	1666	.00	0	4998	600.00	12	.00	20000	19400.00	3
48 **	PROMOTIONAL ACTIVITIES	1666	.00	0	4998	600.00	12	.00	20000	19400.00	3
49-00	OTHER CHARGES & OBLIG.	3659	1303.38	36	10977	5622.64	51	1200.00	43950	37127.36	16
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	6352.52-	0	0	18242.63-	0	.00	0	18242.63	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-08	CASH OVER & UNDER	0	9.80-	0	0	18.20	0	.00	0	18.20-	0
49-09	DOCUMENT RECORDING CHGS	250	770.00-	308-	750	1450.00-	193-	.00	3000	4450.00	48-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	3909	5828.94-	149-	11727	14051.79-	120-	1200.00	46950	59801.79	27-
51-00	OFFICE SUPPLIES	1813	968.94	53	5439	2039.07	38	.00	21802	19762.93	9
51 **	OFFICE SUPPLIES	1813	968.94	53	5439	2039.07	38	.00	21802	19762.93	9
52-00	OPERATING SUPPLIES	50959	59442.72	117	152979	158781.60	104	138735.61	611661	314143.79	49
52-07	JANITORIAL SUPPLIES	769	218.75	28	2307	536.53	23	.00	9240	8703.47	6
52-09	CHEMICALS	317982	286209.84	90	953946	826621.33	87	2908666.33	3815792	80504.34	98
52-30	FUEL OIL & LUBRICANTS	25618	5999.55	23	76854	27196.68	35	78302.34	307446	201946.98	34
52-33	EMPLOYEE HEALTH CENTER	6027	6580.97	109	18081	8592.39	48	63731.61	72324	.00	100
52 **	OPERATING SUPPLIES	401355	358451.83	89	1204167	1021728.53	85	3189435.89	4816463	605298.58	87
53-00	ROAD MATERIALS/SUPPLIES	2498	139.30	6	7494	139.30	2	20048.28	30000	9812.42	67
53 **	ROAD MATERIALS/SUPPLIES	2498	139.30	6	7494	139.30	2	20048.28	30000	9812.42	67
54-00	MEMBERSHIP/PUBLICATIONS	3241	21594.01	666	9723	32829.96	338	.00	38923	6093.04	84
54 **	MEMBERSHIP/PUBLICATIONS	3241	21594.01	666	9723	32829.96	338	.00	38923	6093.04	84
55-00	TRAINING	8238	667.00	8	24216	8378.53	35	5300.00	98399	84720.47	14
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	8238	667.00	8	24216	8378.53	35	5300.00	98399	84720.47	14
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	37219	19172.69	52	105333	194500.44	185	51194.84	325137	79441.72	76
56 **	TECHNOLOGY SYSTEMS	37219	19172.69	52	105333	194500.44	185	51194.84	325137	79441.72	76
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	169842	19143.67	11	297675	44815.52	15	1119646.78	1826285	661822.70	64
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	169842	19143.67	11	297675	44815.52	15	1119646.78	1826285	661822.70	64
64-00	MACHINERY & EQUIPMENT	80862	156004.84	193	203932	305984.84	150	461198.09	931704	164521.07	82
64-15	IT HARDWARE	12039	.00	0	36117	.00	0	.00	140000	140000.00	0
64 **	MACHINERY & EQUIPMENT	92901	156004.84	168	240049	305984.84	128	461198.09	1071704	304521.07	72
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	3000	8000.00	267	63200	71200.00	113	.00	75000	3800.00	95
73 **	OTHER DEBT SERVICE COST	3000	8000.00	267	63200	71200.00	113	.00	75000	3800.00	95
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	300	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	300	.00	0	.00	1200	1200.00	0
91-01	TRANSFER TO GEN FUND 001	650865	650865.67	100	1952595	1952597.01	100	.00	7810388	5857790.99	25
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	957073	.00	0	2871219	11484879.00	400	.00	11484879	.00	100
91-25	TO RESTRICTED ASSET 425	629917	591842.93	94	1889751	1813602.24	96	.00	7559005	5745402.76	24

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 424	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2237855	1242708.60	56	6713565	15251078.25	227	.00	26854272	11603193.75	57
95-01	6% ILO FRANCHISE FEE	114582	114582.75	100	343746	343748.25	100	.00	1374993	1031244.75	25
95 **	NONOPERATING	114582	114582.75	100	343746	343748.25	100	.00	1374993	1031244.75	25
FUND 421	TOTAL ********* WATER/SEWER FUND	6440083	4703648.45	73	19478599	24375315.19	125	9526400.32	77317945	43416229.49	44
GRAND	TOTAL *********	6440083	4703648.45	73	19478599	24375315.19	125	9526400.32	77317945	43416229.49	44

FY 2021 Budget by Classification Report - Summary Listing

12/31/2020

Target for December 2020 is 25%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,811,269		$ 1,425,425	$ 385,844	79%
CHARGES FOR SERVICES	$ -		$ 39	$ (39)	100%
INTERGOVERNMENTAL/GRANT				$ -	0%
MISCELLANEOUS	$ -		$ 1,515	$ (1,515)	100%
OTHER SOURCES (NON-REVENUE)	$ 138,277		$ -	$ 138,277	0%
REVENUE TOTALS	**$ 1,949,546**	**-**	**$ 1,426,979**	**$ 522,567**	**73%**
EXPENSE					
SALARIES AND BENEFITS	$ 576,104	$ -	$ 118,447	$ 457,657	21%
OPERATING EXPENDITURES	$ 819,005	$ 49,283	$ 194,584	$ 575,138	30%
CAPITAL OUTLAY	$ 554,437	$ 258,841	$ 8,079	$ 287,517	48%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,949,546**	**$ 308,124**	**$ 321,110**	**$ 1,320,312**	**32%**
REVENUE TOTALS	**$ 1,949,546**	**$ -**	**$ 1,426,979**	**$ 522,567**	**73%**
EXPENSE TOTALS	**$ 1,949,546**	**$ 308,124**	**$ 321,110**	**$ 1,320,312**	**32%**
	$ -	**$ (308,124)**	**$ 1,105,869**	**$ (797,745)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	CHARGES FOR PUBLIC SVCS	1,000,000	1,132,822.80	113	1,292,556	1,425,379.03	110	1,661,269	235,889.97
23 03	PENALTIES	0	.00		0	45.99		0	45.99-
23 04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
23 *	STORMWATER	1,000,000	1,132,822.80	113	1,292,556	1,425,425.02	110	1,811,269	385,843.98
325 **	SPECIAL ASSESSMENT	1,000,000	1,132,822.80	113	1,292,556	1,425,425.02	110	1,811,269	385,843.98
320 ***	OTHER PERMITS & FEES	1,000,000	1,132,822.80		1,292,556	1,425,425.02		1,811,269	385,843.98
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	9.72		0	38.61		0	38.61-
91 *	STORMWATER FEES	0	9.72		0	38.61		0	38.61-
343 **	PHYSICAL ENVIRONMENT	0	9.72		0	38.61		0	38.61-
340 ***	CHARGES FOR SERVICES	0	9.72		0	38.61		0	38.61-
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	654.86		0	1,513.07		0	1,513.07-
10 10	SBA	0	.61		0	2.36		0	2.36-
10 *	INTEREST	0	655.47		0	1,515.43		0	1,515.43-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	655.47		0	1,515.43		0	1,515.43-
364	DISPOSITION FIXED ASSETS								

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	0	655.47		0	1,515.43		0	1,515.43-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	13,828	.00		13,828	.00		138,277	138,277.00
99	*	BALANCE FORWARD	13,828	.00		13,828	.00		138,277	138,277.00
389	**	NON OPERATING SOURCES	13,828	.00		13,828	.00		138,277	138,277.00
380	***	OTHER SOURCES(NON-REV)	13,828	.00		13,828	.00		138,277	138,277.00
FUND TOTAL		STORMWATER UTILITY	1,013,828	1,133,487.99		1,306,384	1,426,979.06		1,949,546	522,566.94
GRAND TOTAL			1,013,828	1,133,487.99		1,306,384	1,426,979.06		1,949,546	522,566.94

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	28787	35440.82	123	86361	71810.93	83	.00	345447	273636.07	21
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	209	.00	0	418	2303.60	551	.00	2304	.40	100
12 **	REGULAR SALARIES & WAGES	28996	35440.82	122	86779	74114.53	85	.00	347751	273636.47	21
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	278	790.31	284	834	1550.70	186	.00	3341	1790.30	46
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	278	790.31	284	834	1550.70	186	.00	3341	1790.30	46
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	50	120.00	240	150	600.00	400	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	120.00	240	150	600.00	400	.00	600	.00	100
21-00	FICA TAXES	2206	2742.79	124	6602	5735.08	87	.00	26461	20725.92	22
21 **	FICA TAXES	2206	2742.79	124	6602	5735.08	87	.00	26461	20725.92	22
22-00	RETIREMENT CONTRIBUTIONS	2902	3623.11	125	8703	7368.35	85	.00	34837	27468.65	21
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2902	3623.11	125	8703	7368.35	85	.00	34837	27468.65	21
23-00	LIFE/HEALTH INSURANCE	624	461.88	74	1872	1202.55	64	.00	7488	6285.45	16
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	8475	5923.16	70	25425	15422.60	61	.00	101710	86287.40	15
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	9099	6385.04	70	27297	16625.15	61	.00	109198	92572.85	15
24-00	WORKER'S COMPENSATION	4094	4698.99	115	12261	11411.56	93	.00	49116	37704.44	23
24 **	WORKER'S COMPENSATION	4094	4698.99	115	12261	11411.56	93	.00	49116	37704.44	23

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	400.00	100	1200	1041.56	87	.00	4800	3758.44	22
27 **	BENEFIT OFFSET	400	400.00	100	1200	1041.56	87	.00	4800	3758.44	22
31-00	PROFESSIONAL SERVICES	8408	595.95	7	25224	595.95	2	9004.05	100901	91301.00	10
31-01	LEGAL EXPENSES	41	.00	0	123	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	579	628.77	109	1737	1309.92	75	5636.08	6946	.00	100
31 **	PROFESSIONAL SERVICES	9028	1224.72	14	27084	1905.87	7	14640.13	108347	91801.00	15
34-00	CONTRACT SERVICES	4214	3744.95	89	7046	32092.13	456	4628.54	44979	8258.33	82
34-10	COST OF GENERAL FUND SVCS	14597	14897.00	102	49387	44691.00	91	.00	180770	136079.00	25
34 **	CONTRACT SERVICES	18811	18641.95	99	56433	76783.13	136	4628.54	225749	144337.33	36
39-00	CONTINGENCY	20044	.00	0	60382	.00	0	.00	240780	240780.00	0
39 **	CONTINGENCY	20044	.00	0	60382	.00	0	.00	240780	240780.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	711	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	711	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	186	142.63	77	558	142.63	26	2089.37	2232	.00	100
41 **	COMMUNICATION	186	142.63	77	558	142.63	26	2089.37	2232	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	123	8.20	7	.00	500	491.80	2
42 **	POSTAGE & FREIGHT	41	.00	0	123	8.20	7	.00	500	491.80	2
43-00	ELECTRIC/WATER/SEWER	1520	846.82	56	4560	1902.56	42	13013.75	18240	3323.69	82
43 **	ELECTRIC/WATER/SEWER	1520	846.82	56	4560	1902.56	42	13013.75	18240	3323.69	82
44-00	RENTALS AND LEASES	208	.00	0	624	250.00	40	.00	2500	2250.00	10
44 **	RENTALS AND LEASES	208	.00	0	624	250.00	40	.00	2500	2250.00	10
45-00	INSURANCE	819	2885.25	352	2457	5754.04	234	.00	9828	4073.96	59
45 **	INSURANCE	819	2885.25	352	2457	5754.04	234	.00	9828	4073.96	59

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	11874	2088.63	18	27206	96555.47	355	9570.39	134076	27950.14	79
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3700	.00	0	11100	8121.31	73	.00	44400	36278.69	18
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	15574	2088.63	13	38306	104676.78	273	9570.39	178476	64228.83	64
47-00	PRINTING & BINDING	83	.00	0	249	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	249	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	197.44-	0	0	548.46-	0	.00	0	548.46	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	197.44-	0	0	548.46-	0	.00	0	548.46	0
51-00	OFFICE SUPPLIES	41	.00	0	123	.00	0	.00	500	500.00	0
51 **	OFFICE SUPPLIES	41	.00	0	123	.00	0	.00	500	500.00	0
52-00	OPERATING SUPPLIES	1062	40.00	4	3186	1098.41	35	2231.81	12751	9420.78	26
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	602	806.90	134	1806	1728.93	96	.00	7224	5495.07	24
52-33	EMPLOYEE HEALTH CENTER	294	321.02	109	882	419.16	48	3108.84	3528	.00	100
52 **	OPERATING SUPPLIES	1958	1167.92	60	5874	3246.50	55	5340.65	23503	14915.85	37
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	186	.00	0	.00	750	750.00	0
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	186	.00	0	.00	750	750.00	0
55-00	TRAINING	312	36.00	12	936	463.00	50	.00	3750	3287.00	12
55 **	TRAINING	312	36.00	12	936	463.00	50	.00	3750	3287.00	12
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	27475	.00	0	81608	8078.50	10	114268.17	328887	206540.33	37
63 **	INFRASTRUCTURE	27475	.00	0	81608	8078.50	10	114268.17	328887	206540.33	37
64-00	MACHINERY & EQUIPMENT	19074	.00	0	53884	.00	0	144572.50	225550	80977.50	64
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	19074	.00	0	53884	.00	0	144572.50	225550	80977.50	64
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	163498	81037.54	50	477924	321109.68	67	308123.50	1949546	1320312.82	32
GRAND	TOTAL *********	163498	81037.54	50	477924	321109.68	67	308123.50	1949546	1320312.82	32

Legislation Details (With Text)

File #:	21-71	**Version:**	1	**Name:**	December, 2020 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/6/2021			**In control:**	City Council
On agenda:	1/26/2021			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 12/31/2020.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.20 thru 12.31.20.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	January 6, 2021
Agenda Date:	January 26, 2021
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Heath Hancher, Purchasing Manager

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 12/31/2020**.**

BACKGROUND:

The following reports for the period October 01, 2020 through December 31, 2020 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

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None. Information only.



Purchase Order Approvals 10-01-20 thru 12-31-20

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 21

City Manager = 10

City of Cocoa CRA Board = 0

City Council = 11

Purchase Order Approvals 10-01-20 thru 12-31-20
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77192	10/23/2020	Insource Software Solutions	$ 35,177.43	10/23/2020	Stockton Whitten
77194	10/23/2020	MCCI, LLC	$ 36,775.15	10/23/2020	Stockton Whitten
77214	10/23/2020	Brev Cty Emergency Management	$ 41,830.00	10/23/2020	Stockton Whitten
77274	11/4/2020	G4S Secure Solutions	$ 49,100.00	11/3/2020	Stockton Whitten
77275	11/4/2020	Axon Enterprises	$ 49,902.00	11/3/2020	Stockton Whitten
77288	11/4/2020	Frank-Lin Services of Brevard	$ 45,000.00	11/3/2020	Stockton Whitten
77301	11/4/2020	Garganese,Weiss,D'Agresta	$ 35,000.00	11/3/2020	Stockton Whitten
77311	11/4/2020	Glover Oil Company	$ 35,250.00	11/3/2020	Stockton Whitten
77258	11/3/2020	United Self Insured Services	$ 50,000.00	11/3/2020	Stockton Whitten
77494	12/7/2020	Kirwin Norris PA	$ 50,000.00	12/1/2020	Stockton Whitten

10 Purchase Order Approved by City Manager

Prepared by Purchasing 1/4/2021

Purchase Order Approvals 10-01-20 thru 12-31-20
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 1/4/2021

Purchase Order Approvals 10-01-20 thru 12-31-20
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77013	10/6/2020	Tanner Industries	$ 49,000.00	9/23/2020	City Council
77020	10/6/2020	Fort Bend Services	$ 42,000.00	9/23/2020	City Council
77089	10/13/2020	Florida Power & Light	$ 45,000.00	9/23/2020	City Council
77115	10/13/2020	Verizon Wireless	$ 40,765.00	9/23/2020	City Council
77116	10/13/2020	Verizon Wireless	$ 36,821.00	7/24/2012	City Council
77136	10/15/2020	Florida Power & Light	$ 48,000.00	9/23/2020	City Council
77143	10/15/2020	Florida Power & Light	$ 46,000.00	9/23/2020	City Council
77251	11/3/2020	Lisa Cullen Tax Collector	$ 36,960.00	4/24/2018	City Council
77438	11/23/2020	Bright House Networks	$ 49,000.00	10/27/2020	City Council
77492	12/7/2020	Infrastructure Solution Services	$ 48,993.00	1/23/2019	City Council
77493	12/7/2020	Infrastructure Solution Services	$ 49,748.00	1/23/2019	City Council

11 **Purchase Order Approved by City Council**

Prepared by Purchasing 1/4/2021