# City of Cocoa

*65 Stone Street*
*Cocoa, FL 32922*

## Meeting Agenda - Final

**Tuesday, January 26, 2016**

**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** 16-19 Approve the agenda for the Regular meeting of January 26, 2016, as presented or with amendments.

***Attachments:*** 01-26-16.pdf

MINUTES:

## III. AWARDS AND PRESENTATIONS:

## 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** 15-602 To Approve Task Order 2016-38 with CDM Smith, Inc. for Gravity Sewer Replacement and Point Repairs. (Utility Director)

***Attachments:*** TO-UT-CDM SMITH 2016-38 (12-30-15) $136,410.pdf

Task Order 38 Gravity Sewer Replacement and Point Repair.pdf

**V.2** 16-7 To Approve the Execution of a Continuing Services Agreement with CH2M Hill Engineers, Inc. for RFQ-15-24-COC, Engineering Services for Design, Permitting and Services During Construction for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements. (Utilities Director)

***Attachments:*** Agreement - Dyal Chemical Conversion Reliability Improvements (signed by CH
Attachment #2 CCRIP Cocoa-CH2M HILL Rates Exhibit A.pdf

**V.3** 16-12 To Approve Participation in a Cooperative Purchasing Agreement with Graybar Electric, Inc., of Orlando, Florida, for the Purpose of Purchasing and Installing Lighting Fixture Upgrades at the Dyal Water Treatment Plant utilizing the U.S. Communities Cooperative Purchasing Contract No. MA-IS-1340234-4, effective April 1, 2013, through March 31, 2016. (Utilities Director)

***Attachments:*** GraybarCity of Cocoa Phase II WTP Quote.pdf
Graybar Us Communities Signed Contract_org.signed.pdf

**V.4** 16-17 Authorize the City Manager to execute the Florida Department of Transportation Complete Street Local Agency Program Funding Agreement for the Florida Avenue Complete Street Construction Project. (Community Services Director)

***Attachments:*** Resolution LAP.docx
LAP agreement - 1-13-2016.pdf
2014-084 (LAP Program Compliance).pdf

**V.5** 16-21 To Approve a Municipal Services Agreement (Pilot Offender Re-Entry Program) with Alternative Behavior Services Inc. for Grounds Maintenance in City maintained Right-of-Way and authorize the City Manager to sign the Agreement and other necessary documents. (City Manager)

***Attachments:*** Municipal Services ABS, INC.docx
Attachment 1 to Scope of Work .pdf
Attachment 2 to Scope of Work.pdf
Exhibit A_Scope of Work.docx
Exhibit B.pdf

## VI. PUBLIC HEARINGS:

## VII. COUNCIL BUSINESS:

## VIII. CITY BUSINESS:

MULTI-YEAR CONTRACTS:

**VIII.1** 15-456 Approve the Resolution waiving the competitive bidding process by reason of sole source for New World Systems, approve the multi-year Premier Software Maintenance Agreement, and authorize the City Manager to approve and sign the license agreement. (Assistant City Manager)

***Attachments:*** Original Contract
Maintenance Agreement
Enterprise CAD Upgrade
Tyler - NWS Signature Addendum
Sole Source Resolution.pdf
SS-1103-New World (1-12-2016).pdf

## IX. INFORMATIONAL AGENDA:

**IX.1** 16-1 Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 12/31/2015. (Finance Director)

***Attachments:*** PO Monthy Report to City Council 10.01.15 thru 12.31.15.pdf

**IX.2** 16-8 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 - Revenue and Expense - December 2015.pdf

**IX.3** 16-9 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:*** Contingency Report 1-15-16.pdf

**IX.4** 16-11 FY 2016 Budget Adjustment Report. (Finance Director)

***Attachments:*** December 2015 REVENUE Budget Tracking.pdf
December 2015 EXPENSE Budget Tracking.pdf

**IX.5** 16-13 New local business tax receipts. (Community Services Director)

***Attachments:*** 1-26-16 New local business tax receipts.pdf

**IX.6** 16-16 Review The Employee Health Center usage report provided by CareATC. (Administrative Services Director)

***Attachments:*** Cocoa Health Center Dashboard December 2015.pdf

**IX.7** 16-22 Informational Agenda Item providing an inventory of city facilities and parks available for naming purposes. (City Manager)

***Attachments:*** Buildings and Parks Naming Inventory.docx

## X. REPORTS:

## XI. ADJOURNMENT

### NOTICE TO THE PUBLIC:

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 #:** | 16-19 | **Version:** | 1 | **Name:** | |
| **Type:** | Agenda | | | **Status:** | Agenda Ready |
| **File created:** | 1/15/2016 | | | **In control:** | City Council |
| **On agenda:** | 1/26/2016 | | | **Final action:** | |
| **Title:** | Approve the agenda for the Regular meeting of January 26, 2016, as presented or with amendments. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 01-26-16.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: January 15, 2016
Agenda Date: January 26, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the agenda for the Regular meeting of January 26, 2016, 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, 2016, as presented or with amendments.

# AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

| | |
|---|---|
| **DATE:** January 26, 2016 | **LOCATION:** City Council Chambers |
| **TIME:** 6:00 p.m. | 65 Stone Street, Cocoa |

## I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

## II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of January 26, 2016 (16-19)
2. Minutes: NA

## III. AWARDS AND PRESENTATIONS:

None.

## 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.

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## V. CONSENT AGENDA:

1. Approve Task Order 2016-38 with CDM Smith, Inc., for Gravity Sewer Replacement and Point Repairs. (15-602). (Utilities Director)

2. Approve the Execution of a Continuing Services Agreement with CH2M Hill Engineers, Inc. for RFQ-15-24-COC,Engineering Services for Design, Permitting, and Services during Construction for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements. (16-7). (Utilities Director)

3. Approve Participation in a Cooperative Purchasing Agreement with Graybar Electric, Inc., of Orlando, Florida, for the purpose of purchasing and installing lighting fixture upgrades at the Dyal Water Treatment Plant utilizing the U.S. Communities Contract No. MA-IS-1340234-4, effective April 1, 2013 through March 31, 2016. (16-12). (Utilities Director)

4. Authorize the City Manager to execute the Florida Department of Transportation Complete Street Local Agency Program Funding Agreement for the Florida Avenue Complete Street Construction Project. (16-17). (Community Services Director)

5. Approve a Municipal Services Agreement (Pilot Offender Re-Entry Program) with Alternative Behavior Services, Inc. for grounds maintenance in City maintained Right-Of-Way and authorize the City Manager to sign the agreement and other necessary documents. (16-21). (City Manager)

## VI. PUBLIC HEARINGS:

**None.**

## VII. COUNCIL BUSINESS:

**None.**

## VIII. CITY BUSINESS:

**None.**

**MULTI-YEAR CONTRACTS:**

1. Approve a Resolution waiving the competitive bidding process by reason of sole source for New World Systems; approve a Multi-Year Premier Software Maintenance Agreement; and authorize the City Manager to approve and sign the license agreement. (15-456). (Assistant City Manager)

## IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $25,000 and under $50,000 for the period of 10/01/2015 to 12/31/2015. (16-1). (Finance Director)

2. Relation between the Estimated and Actual income and expenses to date. (16-8). (Finance Director)

3. 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. (16-9). (Finance Director)

4. FY 2016 Budget Adjustment Report. (16-11). (Finance Director)

5. New Local Business Tax Receipts. (16-13). (Community Services Director)

6. Employee Health Center usage report provided by CareATC. (16-16). (Administrative Services Director)

7. Inventory of City facilities and parks available for naming purposes. (16-22). (City Manager)

## X. REPORTS:

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

## IX. ADJOURNMENT.

**NOTICE TO THE PUBLIC:**

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## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 15-602 | **Version:** | 1 | **Name:** | |
| **Type:** | Contract | | | **Status:** | Consent Agenda |
| **File created:** | 12/16/2015 | | | **In control:** | City Council |
| **On agenda:** | 1/26/2016 | | | **Final action:** | |
| **Title:** | To Approve Task Order 2016-38 with CDM Smith, Inc. for Gravity Sewer Replacement and Point Repairs. (Utility Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | TO-UT-CDM SMITH 2016-38 (12-30-15) $136,410.pdf<br>Task Order 38 Gravity Sewer Replacement and Point Repair.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: January 5, 2016
Agenda Date: January 26, 2016
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2016-38 with CDM Smith, Inc. for Gravity Sewer Replacement and Point Repairs

## BACKGROUND:

The City of Cocoa recently completed a Wastewater Collection System Evaluation that recommended and prioritized gravity sewer rehabilitation and replacement. The recommended pipe replacement projects include two manhole-to-manhole complete pipe replacements (277 LF) and nineteen point repairs, including two point repairs within the State Road 520 right-of-way.

Through the use of Task Order 2016-38, CDM Smith will provide the City with project oversight, surveying, permitting, final design services, bidding services, and construction services.

Staff recommends approval of this task order.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

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

| | |
|---|---|
| Amount Requested | $136,410 |
| Account Number | 421-4055-536.63-00, WS1201 |
| Account Name | Infrastructure |
| Source of Funds | Operating Revenue |

**PREVIOUS ACTION:**

None.

**RECOMMENDED MOTION:**

To Approve Task Order 2016-38 with CDM Smith Inc. for Gravity Sewer Replacement and Point Repairs.

# Task Order Request Form

Engineering Services for Wastewater Treatment & Disposal Systems

Name of CSA (Continuing Service Agreement)

**City Bid Number:** RFQ-08-10-COC **Vendor:** CDM Smith, Inc.

**Dept./Division Name:** Utilities / Sewer Field Operations **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2015.12.16 16:12:38 -05'00' **Date:** 12/30/15

**Project Number:** **Title:** Field Operations Technician

Please use this section only if you are revising the original task order, which will generate a change order.

**AMENDMENT**

**Amendment to Original Task Order No.** _____ **Requested Amendment Amount:** _____

**Original Task Order Amount:** _____ **Total Revised Amount including all Amendments:** _____

**Total number of Amendments including this one:** _____

**Quote/Proposal #:** T.O. 2016-38 **Dated:** 12/16/15 **Amount:** $ 136,410.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.01.04 09:59:37 -05'00'

Director's Signature

**Scope of Services / Justification for Amendment**

CDM Smith, Inc. will provide the City with project oversight, surveying services, permitting, final design services, bidding services, and construction services in regards to the gravity sewer replacement and point repairs.

**Design is Construction Related:** ☑ Yes ☐ No **Good Faith Estimate of Construction Value:** $ 600,000.00

**Documentation for Good Faith Estimate Attached** ☑ Yes ☐ No

********** **DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY** **********

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2016-38

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

**Date:** 1/5/16 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.01.05 11:53:04 -05'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

**Date:** _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

1) Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.
2) Director: review and approve, forward both to Procurement Card Coordinator (PCC).
3) PCC: assign a Task Order No. and forward everything to Purchasing Manager.
4) Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.
5) City Manager: review all documents (if under $50K), approve and forward to PCC.
6) PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.

**TASK ORDER NO. 38 TO**
**MASTER SERVICES AGREEMENT**
**BETWEEN**
**OWNER AND ENGINEER**

This is Task Order No. 38 attached to and made part of the Agreement dated May 27, 2008, between CDM Smith Inc. (ENGINEER) and City of Cocoa (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as:

Gravity Sewer Pipe Replacement and Point Repair Project (the "Project").

## PROJECT BACKGROUND

The City of Cocoa recently completed a Wastewater Collection System Evaluation that recommended and prioritized gravity sewer rehabilitation and replacement. The recommended pipe replacement projects include two manhole to manhole complete pipe replacements (277 LF) and nineteen point repairs, including two point repairs within the State Road 520 right-of-way.

### 1. Scope of Services

ENGINEER shall provide for OWNER the following specific Services:

**Task 1 – Project Kick-Off Meeting and Field Evaluation**
ENGINEER will meet with the OWNER to discuss expectations of the project, pipe replacement and point repairs to be included, and project constraints such as maintenance of traffic and utility bypass procedures and planning. ENGINEER will visit the project locations to observe existing site conditions.

**Task 2 – Surveying**
ENGINEER will perform a topographic survey along the complete length of the pipeline route for the two manhole to manhole complete pipe replacements using the NAVD 1988 vertical datum and state plane coordinates. Underground utility conflicts for the point repairs will be identified and surveyed and inverts will be verified at the manholes. Up to twenty pothole inspections will be performed to verify depth and size of underground utility conflicts.

**Task 3 – Permitting**
ENGINEER will prepare the application for a Florida Department of Transportation (FDOT) Utility Permit where the point repairs will occur within an FDOT right-of-way. ENGINEER will coordinate up to two pre-application meetings with FDOT to discuss the project and permit requirements.

**Task 4 – Final Design Services**
ENGINEER will provide engineering services to produce drawings and specifications (Contract Documents) for the pipe replacements and point repairs identified in the 2015 Wastewater Collection System Evaluation Final Report. Final design services will include:

- Design drawings and standard details prepared in accordance with the OWNER's Utilities Handbook, FDOT Design Standards, and Florida Department of Environmental Protection (FDEP) requirements. An initial sheet list is presented below.

| *Sheet Description* | *Number of Sheets* |
|---|---|
| Cover | 1 |
| Index, Legend, and Abbreviations | 1 |
| General Notes | 1 |
| Key Plan | 1 |
| Maintenance of Traffic | 3 |
| Plan and Profile | 6 |
| Civil Details | 3 |
| **Total** | **16** |

- Development of technical specifications utilizing the EJCDC/CSI 16-division format which will consist of written technical descriptions of materials, equipment, standards and workmanship as applied to this project. OWNER will supply all other necessary Front-End Documents and specification sections.

- Coordination with local utility companies regarding potential conflicts with the pipe replacement and point repairs.

ENGINEER will submit drawings and specifications for review by the OWNER at the 60% and 90% complete milestones. A final 100% set of documents will be provided for bidding. ENGINEER will prepare an opinion of probable construction cost at the 60% and 90% complete milestone.

ENGINEER will attend review meetings with the OWNER for the following design milestones:

- 60% complete design review
- 90% complete design review

**Task 5 – Bidding**

ENGINEER will provide the following services during bidding of the Project:

- Respond to questions received from prospective bidders. OWNER will advertise for bids.

- Attend the pre-bid meeting and pre-bid site visit, administered by the OWNER.

- Prepare and submit one addendum to contract documents.

- Evaluate bids and provide a recommendation of bid award.

**Task 6 – Construction Services**

ENGINEER will provide the following services during construction of the Project:

- Conform Contract Documents including drawings and technical specifications.

- Conduct one pre-construction conference and pre-construction site visit.

- Review up to twenty shop drawings, including resubmittals.
- Respond to up to ten requests for information (RFI) from the Contractor.
- Conduct up to eight site visits corresponding to monthly progress meetings.
- Review pay applications and change order requests.
- Prepare record drawings showing changes made during the construction process based on mark-up prints, drawings, and other data furnished by the Contractor.
- The level of work estimated for this project is based on an eight month construction period from the Notice to Proceed to Final Completion. CONSULTANT reserves the right to request additional compensation, should Final Completion of construction extend beyond the eight months.

**Assumptions**

- OWNER will assist the ENGINEER with accessing manholes.
- No additional permitting beyond FDOT Utility Permitting will be required.
- Pipe replacement and point repairs will occur using open cut replacement.
- Resident project representative inspection services are not included as part of this Task Order.

**Deliverables**

ENGINEER will provide the following deliverables as part of this work task:

1. Signed and sealed topographic survey
2. FDOT Utility Permit Application
3. 60% design drawings and specifications
4. 90% design drawings and specifications
5. 60% and 90% opinions of probable construction cost
6. Signed and sealed drawings and specifications ready for bid advertisement
7. Conformed drawings
8. Record drawings

ENGINEER will provide 5 half size sets of drawings and specifications. ENGINEER will provide 3 signed and sealed full-sized bid sets of drawings and specifications. Electronic copies of the bid drawings (AutoCAD) and specifications (MS Word) will also be provided.

## 2. Time Schedule

The time periods for the performance of ENGINEER's Services are as follows:

| | |
|---|---|
| 60% design drawings and specifications | 90 days from NTP |
| 90% design drawings & specifications | 120 days from NTP |
| Bid drawings and specifications | 150 days from NTP |

The time schedule assumes review meetings will be held within seven days of the submittal.

**3. Compensation and Invoicing**

Compensation for Services of ENGINEER described in this Task Order will be on the following basis:

Lump sum amount of $136,410 as shown in Attachment A, billed on a monthly basis in proportion to percentage of completion.

**4. Terms and Conditions**

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced.

N/A

**5. Terms or Provisions in Conflict**

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

Acceptance of the terms of this Task Order is acknowledged by the following authorized signatures of the parties to the Agreement:

| OWNER: | ENGINEER: |
|---|---|
| _____ | _____ |
| By: | By: Eric J. Grotke, P.E., BCEE |
| Title: | Title: Vice President |

**Attachment A**
**Task Authorization No. 38**
**Gravity Sewer Pipe Replacement and Point Repair Project**

**Proposal Budget Disaggregation**

| LABOR CATEGORY | HOURLY RATE | Kick-Off Meeting | Surveying | Permitting | Final Design | Bidding | Construction Services | TOTAL HOURS | LABOR |
|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | | |
| **Professional Services:** | | | | | | | | | |
| Officer | $200.00 | 4 | | 2 | 8 | 2 | 2 | 18 | $3,600.00 |
| Principal/Associate | $170.00 | | | 4 | 60 | 4 | 12 | 80 | $13,600.00 |
| Senior Professional | $150.00 | 8 | 4 | 16 | 120 | 16 | 40 | 204 | $30,600.00 |
| Professional II | $125.00 | 8 | 2 | 24 | 120 | 16 | 40 | 210 | $26,250.00 |
| Professional I | $100.00 | | | | 40 | | | 40 | $4,000.00 |
| **Professional Support Services:** | | | | | | | | | |
| Senior Support Services | $115.00 | | | | 40 | 8 | 40 | 88 | $10,120.00 |
| Staff Support Services | $90.00 | | | | 160 | | | 160 | $14,400.00 |
| **Field Services:** | | | | | | | | | |
| Senior Professional | $110.00 | | | | | | | 0 | $0.00 |
| Professional | $85.00 | | | | | | | 0 | $0.00 |
| **Project Support Services:** | | | | | | | | | |
| Project Administration | $85.00 | 8 | 8 | 8 | 60 | 16 | 24 | 124 | $10,540.00 |
| **TOTAL LABOR HOURS** | | **28** | **14** | **54** | **608** | **62** | **158** | **924** | |
| **TOTAL LABOR DOLLARS** | | **$3,680** | **$1,530** | **$7,160** | **$72,900** | **$7,760** | **$20,080** | | **$113,110.00** |
| **SUBCONTRACTORS** | | | | | | | | | |
| Surveying | | | $20,000 | | | | | | $20,000 |
| | | | | | | | | | $0 |
| **SUBTOTAL SUBCONTRACTORS** | | | | | | | | | |
| **SUBCONTRACTOR MARKUP (10%)** | | | | | | | | | |
| **TOTAL SUBCONTRACTORS** | | | | | | | | | **$20,000** |
| **EXPENSES** | | | | | | | | | |
| Travel | | $200.00 | | $100.00 | $500.00 | $200.00 | $1,200.00 | | $2,200.00 |
| Copies, Production, Postage | | $50.00 | $50.00 | $100.00 | $500.00 | $100.00 | $300.00 | | $1,100.00 |
| **TOTAL EXPENSES** | | | | | | | | | **$3,300** |
| **TOTAL FEE FOR AUTHORIZATION** | | | | | | | | | **$136,410** |

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 16-7 | **Version:** | 1 | **Name:** | |
| **Type:** | Contract | | | **Status:** | Consent Agenda |
| **File created:** | 1/8/2016 | | | **In control:** | City Council |
| **On agenda:** | 1/26/2016 | | | **Final action:** | |
| **Title:** | To Approve the Execution of a Continuing Services Agreement with CH2M Hill Engineers, Inc. for RFQ-15-24-COC, Engineering Services for Design, Permitting and Services During Construction for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements. (Utilities Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Agreement - Dyal Chemical Conversion Reliability Improvements (signed by CH2M Hill).pdf<br>Attachment #2 CCRIP Cocoa-CH2M HILL Rates Exhibit A.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2016
Agenda Date: January 26, 2016
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Execution of a Continuing Services Agreement with CH2M Hill Engineers, Inc. for RFQ-15-24-COC, Engineering Services for Design, Permitting and Services During Construction for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements

## BACKGROUND:

In January 2012 the City of Cocoa executed the Capital Improvement Plan (CIP) where capital projects that are needed for Cocoa to continue to deliver high-quality drinking water to Cocoa Water Utility customers were identified and ranked. A redundant finished flow facility and a chemical improvement projects were identified as high priorities. Staff solicited qualified firms for Engineering Services for Design, Permitting, and Services during Construction for the Dyal Chemical Conversion and Reliability Improvements project.

On October 16, 2015 Staff received Statements for Qualifications from the following companies.

1. CH2M Hill Engineers, Inc.
2. Reiss Engineering
3. CDM Smith

On October 27, 2015, a meeting was held by the RFQ Review Committee for review of written

responses and to short list the companies. The Committee consisted of five members from Utilities staff. The Review Committee ranked the written responses received and results were as follows:

1. CH2M Hill Engineers, Inc.
2. CDM Smith
3. Reiss Engineering

Staff recommends award of the attached Continuing Services Agreement to CH2M Hill Engineers, Inc., Orlando, Florida, as the most qualified firm for Engineering Services for Design, Permitting, and Services during Construction for the Dyal Chemical Conversion and Reliability Improvements project.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

| | |
|---|---|
| Budgeted | N/A |
| If not budgeted, is amendment/transfer attached? | N/A |
| Amount Requested | None at this time |

## PREVIOUS ACTION:

None

## RECOMMENDED MOTION:

To Approve the Execution of a Continuing Services Agreement with CH2M Hill Engineers, Inc. for RFQ-15-24-COC, Engineering Services for Design, Permitting and Services During Construction for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements.

**AGREEMENT FOR**
**Engineering Services for Design, Permitting, and Services During Construction for the Dyal Chemical Conversion and Reliability Improvements**

**THIS AGREEMENT** is made and entered into this _____ day of _____, 2016, by and between **the CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa 32922, and CH2M HILL ENGINEERS, INC., a Delaware Corporation, 225 East Robinson Street, Suite 505, Orlando, FL 32801, hereinafter referred to as "Engineer".

**WITNESSETH:**

**WHEREAS**, City wishes to obtain design, permitting, and services during construction of the Chemical Conversion and Reliability Improvements Project and other improvements at the Dyal Water Treatment Plant; 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 period shall be for three (3) years or the final completion and acceptance of the project whichever comes last and will begin as of the date on the Notice of Award.

**1.2** The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City.

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 CH2M HILL ENGINEERS, INC., and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes.*

e. "Reimbursable Expenses" shall mean the actual expenses incurred by 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 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 paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Engineer under 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 hourly rate schedule attached hereto as “Exhibit A”, and send the thus developed "Task Proposal" to the City. If a site visit by Engineer is needed to generate the scope document, Engineer shall request approval prior to visiting the site.

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 phases of engineering services. The City will issue a Notice to Proceed to the Engineer in the form of a City purchase order. Upon receipt of the signed Task Order and a 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 to perform any services related to this Agreement. The Scope of Services to be provided by the Engineer shall include, but is not limited to, the following:

a. Multi-discipline engineering evaluation and design for;

1. Conversion of chlorine gas and anhydrous ammonia to liquid chemical systems, and new chemical storage and feed facilities
2. Redundant finished water pump station facility and transmission main/yard piping improvements
3. A new emergency generator facility and electrical distribution system improvements
4. Site, roadway, parking, and storm water improvements
5. Security and site access improvements
6. New treatment processes, buildings and facilities
7. Modifications to existing treatment processes, structures and buildings
8. Other miscellaneous plant improvements

b. Surveying, geotechnical investigations, subsurface utility engineering, and specialty testing and assessments

c. Regulatory permitting assistance

d. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations

e. Environmental impact assessments/studies and other evaluations as necessary

f. Cost estimating services and constructability reviews

g. SCADA system design, PLC and HMI programming, and integration services

h. Bid phase services, services during construction and construction management and inspection

i. Start-up services and operations support

j. Miscellaneous services including but not limited to public relations assistance and equipment evaluations.

## 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 Article 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.

**3.3** Any cost caused by defective or ill-timed services shall be borne by the parties responsible therefore.

## 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.

## 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.

**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 multiplied by a factor of 1.10. 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 Reimbursable Expenses**. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Engineer the actual cost of all Reimbursable Expenses incurred in connection with any Task Order.

**5.5 Florida Prompt Payment Act**. Payment shall be due and payable as provided by the Florida Prompt Payment Act s.218.70 et. seq., Florida Statute (2002).

## 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 $1,000,000 as the combined single limit for each occurrence.

b) The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Engineer from claims of property damages 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 combined single limit bodily injury and minimum $50,000 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 30 days prior to any expiration date. There shall also be a 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 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

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. Unless agreed to by the City to the contrary, the City shall be named on the

insurance policies included in article 10.1.b and 10.1.c as "additional insured." The 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 Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

**10.3 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.

**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 trademarks 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.** It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Engineer and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Engineer. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Engineer is subject to the provisions of Chapter 119, *Florida Statutes*, and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Engineer shall promptly supply copies of said public records to the City. 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 Engineer be open and freely exhibited to the City for the purpose of examination and/or audit.

**14.2 Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein 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.

**14.3 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.

**14.4** The Engineer acknowledges that the City is a Florida Municipal Corporation and subject to the Florida Public Records Law. Engineer agrees that to the extent any document produced by Engineer under this Agreement constitutes a Public Record, Engineer shall comply with the Florida Public Records Law.

## 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 who 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 and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

**17.2** 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 therefore; or

**17.3** 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

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

**17.5** Engineer has committed any act of fraud upon the City; or

**17.6** Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

**17.7** 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.

## 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 paragraph 17.0 Default; (b) Engineer makes a general assignment for the benefit of its creditors; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) 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. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

## 19.0 FORCE MAJEURE

**19.1** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

## 20.0 GOVERNING LAW & VENUE

**20.1** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

## 21.0 HEADINGS

**21.1** Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

## 22.0 SEVERABILITY

**22.1** In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

## 23.0 WAIVER AND ELECTION OF REMEDIES

**23.1** Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

**23.2** No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

## 24.0 THIRD PARTY RIGHTS

**24.1** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and 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.

## 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 either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' 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

CH2M HILL ENGINEERS, INC.
225 East Robinson Street, Suite 505
Orlando, FL 32801
Attention: Mr. Ed Davis

For City:

City of Cocoa/Utilities Department
Attention: Utilities Director
351 Shearer Blvd.
Cocoa, Florida 32922

**31.2** Either party may change the notice address by providing the other party written notice of the change.

## 32.0 SOVEREIGN IMMUNITY

**32.1** Nothing contained in 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.

## 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

**34.1** For all Services performed pursuant to this Agreement, the Engineer agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings) to the proportionate extent, directly or indirectly arising from:

a) any default under this Agreement by Engineer;

b) any negligent act, omission or operation of work related to all Services performed under this Agreement by Engineer, and its employees, principals, agents, independent contractors, and consultants.

**34.2** The indemnification provided above shall obligate the Engineer to defend at its own expense or to provide for such defense, at the option of the City, 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 City or its employees and officers which may result from any negligent act, omission or operation of work related to the Services under this Agreement whether the Services be performed by the Engineer, or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

## 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 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 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 it Subconsultants, if any, certifies that:

(a) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any 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; and;

(c) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgement.

**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, FLORIDA:**

By: _____
Henry Parrish III, Mayor

**ATTEST:**

By: _____
Carie Shealy, City Clerk

**ENGINEER:**

**CH2M HILL ENGINEERS, INC.**

By _____
Print Name/Title: **Francois Menard, Vice President**

1-11-16

**ATTEST:**

By: _____ 1/11/16

# EXHIBIT "A"
# 2016 CH2M HILL RATE SCHEDULE

| CLASSIFICATION | DESCRIPTION | RATE |
|---|---|---|
| Engineer 9 | Principal | 199.17 |
| Engineer 8 | Senior Reviewer/Consultant | 199.17 |
| Engineer 7 | Senior Project Manager | 199.17 |
| Engineer 6 | Senior Professional Engineer/Scientist/Consultant | 188.40 |
| Engineer 5 | Mid-Level Professional Engineer/Scientist/Consultant/Project Manager | 166.44 |
| Engineer 4 | Professional Engineer/Scientist/Consultant/Project Manager | 138.96 |
| Engineer 3 | Junior Professional Engineer/Scientist/Consultant | 120.84 |
| Engineer 2 | Project Engineer/Scientist/Consultant | 101.84 |
| Engineer 1 | Junior Project Engineer/Scientist/Consultant | 95.27 |
| Engineer 0 | Engineering Intern | 85.28 |
| Technician 5 | Senior Construction Manager/Senior Designer | 155.59 |
| Technician 4 | Construction Manager/Senior Technician | 125.06 |
| Technician 3 | Senior Construction Inspector | 111.34 |
| Technician 2 | Construction Inspector/Technician | 86.17 |
| Technician 1 | Junior Construction Inspector/Junior Technician | 76.53 |
| Technical Aide | Technical Aide | 66.56 |
| Office | Office/Project Administration | 69.99 |

Notes:

1. Billing rates listed above are designated for one year after execution of the Agreement.
2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the agreement.
3. Bill rate schedule is for time basis work and City wil be billed based on actual hours by category designated for an individual employee.
4. CH2M HILL Engineers reserves the right to request annual rate modifications for future work.

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 16-12 | **Version:** 1 | **Name:** | | |
| **Type:** | Contract | | **Status:** | Consent Agenda | |
| **File created:** | 1/12/2016 | | **In control:** | City Council | |
| **On agenda:** | 1/26/2016 | | **Final action:** | | |
| **Title:** | To Approve Participation in a Cooperative Purchasing Agreement with Graybar Electric, Inc., of Orlando, Florida, for the Purpose of Purchasing and Installing Lighting Fixture Upgrades at the Dyal Water Treatment Plant utilizing the U.S. Communities Cooperative Purchasing Contract No. MA-IS-1340234-4, effective April 1, 2013, through March 31, 2016. (Utilities Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | GraybarCity of Cocoa Phase II WTP Quote.pdf<br>Graybar Us Communities Signed Contract_org.signed.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: January 12, 2016
Agenda Date: January 26, 2016
Prepared By: Joseph DeGiovine, Assistant Superintendent, Dyal WTP
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchasing Agreement with Graybar Electric, Inc., of Orlando, Florida, for the Purpose of Purchasing and Installing Lighting Fixture Upgrades at the Dyal Water Treatment Plant utilizing the U.S. Communities Cooperative Purchasing Contract No. MA-IS-1340234-4, effective April 1, 2013, through March 31, 2016

## BACKGROUND:

In January 2013 Engineers from CH2M Hill performed the Water Utility Energy Optimization Study which identified potential savings throughout the system by implementing changes in plant operations, optimizing treatment processes and by performing needed capital upgrades of equipment. The focus and goal of both the study and eventual change is to provide better performance to the treatment system while reducing energy usage and cost.

Electrical power consumption typically represents one of the highest operational costs for a utility and treatment facility. These costs can be offset by applying efficient technology upgrades that offer immediate relief to power costs as well as short duration payback of upfront material costs. In Section 2.7 of the Energy Optimization Study, CH2M Hill Engineers Inc. recommends: “the City should consider a gradual annual program of lighting fixture upgrades. Eventually all fixtures should be upgraded to Light Emitting Diode (LED) fixtures”. These recommendations were supported in

February 2015 when Electrical Engineers from Graybar Electric Inc. provided their PowerSmart Intelligent Energy Solutions Lighting Retrofit Report. The report also recommends the migration to LED technology with a proposed payback of upfront costs of 1 to 5 years for all materials and labor.

The Dyal WTP staff is recommending Phase II of a Lighting Retrofit program of all remaining buildings at the Dyal Plant to be completed in FY2016. This retrofit upgrade will be performed by Graybar Electric Inc. utilizing the U.S. Communities Cooperative Purchasing Contract in which the City of Cocoa is a participating member. Phase II will encompass the remaining 60% of facility lighting throughout the Dyal Plant property. Phase I, completed in FY15, included lighting modifications and retrofit to the Main Building and Administrative offices.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

| | |
|---|---|
| Budgeted | Yes |
| Amount Requested | $199,721.22 |
| Account Number | 421-4020-536.46-02 |
| Account Name | Repair and Maintenance-Bldg. |
| Source of Funds | Operating Revenue |

## PREVIOUS ACTION:

On April 14, 2015, City Council approved Phase I of the Lighting and Retrofit Upgrades Project at the Dyal WTP. These upgrades were completed in August 2015.

## RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchasing Agreement with Graybar Electric, Inc., of Orlando, Florida, for the Purpose of Purchasing and Installing Lighting Fixture Upgrades at the Dyal Water Treatment Plant utilizing the U.S. Communities Cooperative Purchasing Contract No. MA-IS-1340234-4, effective April 1, 2013, through March 31, 2016.

2400 SOUTH DIVISION AVE
ORLANDO FL 32805-6258
Phone: 407-841-4810
Fax: 407-841-0238

To: City of Cocoa Water Treatment Plant

Attn: Joe DeGiovine
Phone: (321)635-7774
Fax:
Email: jdegiovine@cocoafl.org

Contact: Margaret Kelley
Phone: (813) 431-0876
Email: margaret.kelley@graybar.com

12/3/2015
Project Name:
Quote #:
30
1/2/2016

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

| QTY | Supplier | Part Number | Description |
|---|---|---|---|
| 66 | Maxlite | PKG30U50B | Square LED Low Bays |
| 23 | USES | VCT-02-X-04-WAN-50K w/Installed LED EM | 4' Vaportight LED Emergency |
| 16 | USES | VCT-02-X-04-WAN-50K | 4' Vaportight |
| 48 | USES | VCT-04-X-08-WAN-50K | 8' Vaportight |
| 44 | MHT Lighting | MHTLSFL100E5KUT5SFFSPL2440 | LED Shoebox |
| 4 | MHT Lighting | MHTL-LWP-20E-5K-U | LED Mandoor Wall Pack |
| 10 | MHT Lighting | MHTL-RGL-72E-U-5K-PM3/4"-FSP-L3-Default settings | LED Low Bay |
| 70 | MHT Lighting | MHTL-RGL-48E-U-5K-PM3/4"-FSP-L3-Default settings | LED Low Bay |
| 36 | MHT Lighting | MHTL-SWP-38E-5K-U | LED Wall Pack |
| 18 | MHT Lighting | MHTL-SFL-127E-5K-U-T5-SF-FSP-L3-4-40 | 20' LED Post Top |
| 14 | GE | LED21T8/4/850 | LED T8 Tube |
| 7 | GE | LED21T8/DR/2L | LED T8 Driver |
| 10 | LED Living Tech | G2CLA-24-4-D-40-1K-24 W/LENS24 | 2x4 LED Retrofit |
| 12 | Lamar Lighting | VOL-48-A-FA-50-AS | LED Stairwell |
| 35 | Eaton-Crouse Hinds | PVM7L-J-G-UNV1 | Stanchion Mounts |
| 4 | Lutron | MRF2-1S8A-10C | Control |
| 6 | MHT Lighting | MHTL-SFL-127E-5K-U-T5-SW-FSP-L3-4-40 (verify voltage) | 20' LED Post Top |
| 1 | Chrome Electric | Labor | Installation 840hrs/$74.90 |

| | |
|---|---|
| Freight | $0.00 |
| **Total in USD (Tax not included)** | **$199,721.22** |

***Cost does not exceed allowable mark-up in accordance with U.S Communities Contract # MA-IS-1340234**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

**To learn more about Graybar, visit our website at www.graybar.com** **24-Hour Emergency Phone#: 1-800-GRAYBAR**

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be at the of order placement.

**GRAYBAR ELECTRIC COMPANY, INC.**

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.

2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.

3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.

4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.

5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.

6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.

11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

# TERM CONTRACT AWARD

## INTERNAL SERVICES DEPARTMENT

CONTRACT NO: MA-IS-1340234-4

VERSION DATE:

PROCUREMENT FOLDER: 453245

BUYER: Theodore Lo
PHONE: 323-267-2207
EMAIL: ted.lo@isd.lacounty.gov

GRAYBAR ELECTRIC COMPANY
383 SOUTH CHERYL LANE

INDUSTRY CA 91789

VENDOR NO: 501079
CONTACT: JEFF PESKUSKI
PHONE: 630-640-4905

FISCAL YEAR:
EFFECTIVE DATE: 04/01/13
EXPIRATION 03/31/16

Electrical Products - US Comm

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| 1 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 0.0000 % |
| 2 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 2.0000 % |
| 3 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 3.0000 % |

COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE Apr 29, 201

# TERM CONTRACT AWARD

## INTERNAL SERVICES DEPARTMENT

CONTRACT NO: MA-IS-1340234-4

VERSION DATE

PROCUREMENT FOLDER: 453245

BUYER: Theodore Lo
PHONE: 323-267-2207
EMAIL: ted.lo@isd.lacounty.gov

GRAYBAR ELECTRIC COMPANY
383 SOUTH CHERYL LANE

INDUSTRY CA 91789

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Electrical Products - US Comm

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| 1 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 0.0000 % |
| 2 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 2.0000 % |
| 3 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 3.0000 % |

COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE

| PRICE SHEET | TERM CONTRACT AWARD<br>CONTRACT NO: MA-IS-1340234-4 |
|---|---|



| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| 4 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 4.0000 % |
| 5 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 5.0000 % |
| 6 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 6.0000 % |
| 7 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 7.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| 8 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 7.5000 % |
| 9 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 8.0000 % |
| 10 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 9.0000 % |
| 11 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 10.0000 % |
| 12 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT | 0.000 | | CATALOG | 12.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| | INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | | | | |
| 13 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 13.0000 % |
| 14 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 15.0000 % |
| 15 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 16.0000 % |
| 16 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 18.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| 17 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 19.0000 % |
| 18 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 20.0000 % |
| 19 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 21.0000 % |
| 20 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 22.0000 % |
| 21 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT | 0.000 | | CATALOG | 23.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| | INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | | | | |
| 22 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 24.0000 % |
| 23 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 25.0000 % |
| 24 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 26.0000 % |
| 25 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 27.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| 26 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 28.0000 % |
| 27 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 30.0000 % |
| 28 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 31.0000 % |
| 29 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 32.0000 % |
| 30 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT | 0.000 | | CATALOG | 33.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| | INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | | | | |
| 31 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 34.0000 % |
| 32 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 35.0000 % |
| 33 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 36.0000 % |
| 34 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 37.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| 35 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 38.0000 % |
| 36 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 39.0000 % |
| 37 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 40.0000 % |
| 38 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 41.0000 % |
| 39 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT | 0.000 | | CATALOG | 42.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| | INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | | | | |
| 40 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 43.0000 % |
| 41 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 44.0000 % |
| 42 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 45.0000 % |
| 43 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 46.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| 44 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 47.0000 % |
| 45 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 48.0000 % |
| 46 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 49.0000 % |
| 47 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 50.0000 % |
| 48 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT | 0.000 | | CATALOG | 51.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| | INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | | | | |
| 49 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 52.0000 % |
| 50 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 53.0000 % |
| 51 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 54.0000 % |
| 52 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 55.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| 53 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 56.0000 % |
| 54 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 57.0000 % |
| 55 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 58.0000 % |
| 56 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 59.0000 % |
| 57 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT | 0.000 | | CATALOG | 60.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| | INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | | | | |
| 58 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 61.0000 % |
| 59 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 62.0000 % |
| 60 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 63.0000 % |
| 61 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 64.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| 62 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 65.0000 % |
| 63 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 66.0000 % |
| 64 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 67.0000 % |
| 65 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 68.0000 % |
| 66 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT | 0.000 | | CATALOG | 70.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| | INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | | | | |
| 67 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 71.0000 % |
| 68 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 72.0000 % |
| 69 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 73.0000 % |
| 70 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 74.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| 71 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 75.0000 % |
| 72 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 76.0000 % |
| 73 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 80.0000 % |
| 74 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 82.0000 % |
| 75 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT | 0.000 | | CATALOG | 83.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| | INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | | | | |
| 76 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 84.0000 % |
| 77 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 86.0000 % |
| 78 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 87.0000 % |
| 79 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 88.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| 80 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 89.0000 % |
| 81 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 90.0000 % |
| 82 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 91.0000 % |
| 83 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 92.0000 % |
| 84 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES - LIGHTING<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS | 0.000 | | COST-PLUS | 23.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| | INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR ONLY THIS LINE.<br>catalog | | | | |
| 85 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES - SERVICES (LA COUNTY RESTRICTED)<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SERVICES SPREADSHEET FOR ONLY THIS LINE. (Service-List_of_Suppliers_Cost_Plus_noto_Exceed_26_Percent.xls)<br>catalog | 0.000 | | COST-PLUS | 26.0000 % |
| 86 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES - CORE ITEMS<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT.<br>catalog | 0.000 | | CATALOG | 0.0000 % |
| 87 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE.<br>catalog | 0.000 | | COST-PLUS | 18.0000 % |
| 88 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings | 0.000 | | COST-PLUS | 19.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| | FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE.<br>catalog | | | | |
| 89 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE.<br>catalog | 0.000 | | COST-PLUS | 21.0000 % |
| 90 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE.<br>catalog | 0.000 | | COST-PLUS | 22.0000 % |
| 91 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE.<br>catalog | 0.000 | | COST-PLUS | 23.0000 % |

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|---|---|---|---|---|---|
| 92 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE.<br>catalog | 0.000 | | COST-PLUS | 26.0000 % |
| 93 | COMMODITY CODE: 285-93-00-047498<br><br>ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings<br><br>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE.<br>catalog | 0.000 | | COST-PLUS | 30.0000 % |

Terms & Conditions in accordance with RFP-IS-13255001.

LOCAL FIXED ASSETS - LA County Only.
For all local awards, any single piece of equipment priced at over $5,000/unit will be excluded from any resulting agreements.

SUBCONTRACTING

The requirements of the Master Agreement may not be subcontracted by the Supplier without the advance written approval of the County. Any attempt by the Supplier to subcontract without the prior written consent of the County may be deemed a material breach of the Master Agreement.

A. If the Supplier desires to subcontract, the Supplier shall provide the following information promptly to the County:

A description of the work to be performed by the Subcontractor;
A draft copy of the proposed subcontract; and
Other pertinent information and/or certifications requested by the County.

B. The Supplier shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Supplier employees.

C. The Supplier shall remain fully responsible for all performances required of it under the Master Agreement, including those that the Supplier has determined to subcontract, notwithstanding the County's approval of the Supplier's proposed subcontract.

D. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under the Master Agreement. The Supplier is responsible to notify its Subcontractors of this County right.

E. The County's Purchasing Agent or designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Supplier shall forward a fully executed subcontract to the County for their files.

F. The Supplier shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

G. The Supplier shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

H. The Supplier shall ensure delivery of all such documents before any Subcontractor employee may perform any work hereunder.

LOCAL SERVICES - LA County Only
For local awards, services will excluded from any resulting agreements. Only products will be included for local agreements.

VOLUME INCENTIVES:

A. A one half of a percent (0.5%) rebate on all purchases made in excess of one million dollars ($1,000,000), retroactive to dollar one. Paid annually.

B. A one percent (1.0%) rebate on all purchases made in excess of two million dollars ($2,000,000),

retroactive to dollar one. Paid annually.

C. A one and one half percent (1.5%) rebate on all purchases made in excess of four million dollars ($4,000,000), retroactive to dollar one. Paid annually.

SERVICES:
Pricing is a Not To Exceed Cost Plus 26%. Pricing will be determined by the size and scope of the project and level of Graybar's involvement. Graybar will provide a copy of the applicable invoices to verify compliance with the Not To Exceed benchmark. All pricing will be finalized with the Participating Public Agency prior to the issuance of any purchase order.

ADDITIONAL SERVICES AT NO COST:
Services with No Cost include, but are not limited to:
Shop Graybar,
eBusiness,
Graybar Smart Stock,
Inventory Management,
Graybar Building and Technology Specialists,
Contract Compliance,
Emergency Service,
Emergency Preparedness,
Mobility Solutions,
Municipal and Cooperative Utility Services

NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Supplier. This Master Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

NOTICE OF DELAYS

Except as otherwise provided under the Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Master Agreement, that party shall, within two (2) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

NOTICE OF DISPUTES

The Supplier shall bring to the attention of the County any dispute between the County and the Supplier regarding the performance of services as stated in the Master Agreement.

The County Purchasing Agent and/or his designee shall make the sole determination regarding the disposition and resolution of the dispute.

CONSUMPTION REPORTS/ITEM NUMBERS/PURCHASES

Each County department or participating agency is to be assigned a customer number to be used in identifying each sale and proper billing address.
Supplier shall be required to furnish to the County's Purchasing Agent/designee or requesting participating agency, monthly computer based usage reports of purchases separated by individual County departments or entity, and/or delivery locations, and employee purchases, listing quantities of separate items purchased and total dollars expended.
Usage reports listing items in alphabetical order and descending dollar volume order must also be provided upon request.
Supplier must provide any other usage reports that the County Purchasing Agent/designee or participating agencies may require for their internal controls including but not limited to Green Product consumption, HUB/DBE use, etc.

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT
COMPLIANCE PROGRAM

Failure of the Supplier to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute default under the Master Agreement. Without limiting the rights and remedies available to the County under any other provision of the Master Agreement, failure of the Supplier to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate the Master Agreement pursuant to Termination for Default herein, and pursue debarment of the Supplier, pursuant to County Code Chapter 2.202.

TERMINATION FOR CONVENIENCE

The Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Such termination shall be effected by notice of termination to the Supplier specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective.
The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

A. After receipt of a notice of termination and except as otherwise directed by the County, the Supplier shall:
Stop performance under the Master Agreement on the date and to the extent specified in such notice, and
Complete performance of such part of the Master Agreement as shall not have been terminated by such notice.

B. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Supplier under the Master Agreement shall be maintained by the Supplier in accordance with paragraph 1.33.9 (Record Retention and Inspection/Audit Settlement) of this RFP.

TERMINATION FOR DEFAULT

The County may, by written notice to the Supplier, terminate the whole or any part of the Master Agreement, if, in the judgment of County's Purchasing Agent or designee:
Supplier has materially breached the Master Agreement; or
Supplier fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under the Master Agreement; or
Supplier fails to demonstrate a high probability of timely fulfillment of performance requirements under the

Master Agreement, or of any obligations of the Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

A. In the event that the County terminates the Master Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated.

B. The Supplier shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Supplier shall continue the performance of the Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

C. Except with respect to defaults of any Subcontractor, the Supplier shall not be liable for any such excess costs of the type identified herein if its failure to perform the Master Agreement arises out of causes beyond the control and without the fault or negligence of the Supplier. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Supplier. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Supplier and Subcontractor, and without the fault or negligence of either of them, the Supplier shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Supplier to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

C. If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Supplier was not in default under the provisions herein, or that the default was excusable under the provisions, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience, as described herein.

D. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

TERMINATION FOR IMPROPER CONSIDERATION

The County may, by written notice to the Supplier, immediately terminate the right of the Supplier to proceed under the Master Agreement if it is found that consideration, in any form, was offered or given by the Supplier, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Supplier's performance pursuant to the Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Supplier as it could pursue in the event of default by the Supplier.

A. The Supplier shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

B. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

TERMINATION FOR INSOLVENCY

The County may terminate the Master Agreement in the event of the occurrence of any of the following:

A. Insolvency of the Supplier. The Supplier shall be deemed to be insolvent if it has ceased to pay its debts

for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Supplier is insolvent within the meaning of the Federal Bankruptcy Code;

B. The filing of a voluntary or involuntary petition regarding the Supplier under the Federal Bankruptcy Code; the appointment of a Receiver or Trustee for the Supplier; or the execution by the Supplier of a general assignment for the benefit of creditors.

The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of the Master Agreement, the County shall not be obligated for the Supplier's performance hereunder or by any provision of the Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for use under the Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated, then the Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Supplier in writing of any such non-allocation of funds at the earliest possible date.

VALIDITY

If any provision of the Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of the Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

WAIVER

No waiver by the County of any breach of any provision of the Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of the Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

WARRANTY AGAINST CONTINGENT FEES

The Supplier warrants that no person or selling agency has been employed or retained to solicit or secure the Master Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Supplier for the purpose of securing business. For breach of this warranty, the County shall have the right to terminate the Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

PARTICIPATING MUNICIPALITIES

Excluding any local awards, the County has designated U.S. Communities Government Purchasing Alliance (herein U.S. Communities) as the agency to provide administrative services related to purchases by other governmental entities (Participating Public Agencies) under the Master Agreement. At the County's sole discretion and option, and upon Supplier entering into the requisite U.S. Communities Administration Agreement, Participating Agencies may acquire products under the Master Agreement. Such acquisitions shall be at the prices stated in the Master Agreement, or lower.

The awarded Supplier(s) must deal directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment. The County is acting as

Contracting Agent for the Participating Public Agencies and shall not be held liable for any costs, damages, etc. incurred by any other Participating Public Agency.

In no event shall the County be considered a dealer, remarketer, agent or representative of the Supplier.

PRE-PRINTED TERMS AND CONDITIONS

Pre-printed terms and conditions/bidders contract documents. Bidders pre-printed terms and conditions or restrictions commonly appearing on the reverse side of letters submitted with the bid and/or bidders specifications material and contract documents will be disregarded in the absence of a positive written statement from Bidder and approved in writing by the County Purchasing Agent that all or a particular portion of such writings are in addition to or supersede the County terms and conditions.

RESERVATION

The County of Los Angeles reserves the right to bid individual large requirements when deemed in the best interests of the County.

RETURN OF GOODS RECEIVED

In bidding, Proposer agrees to accept for full credit any merchandise returned in good condition within five days after receipt of goods without any handling charges; however, no return shall be made of any material which has been put into operation other than for test. When products delivered fail to meet specification, cost of inspection shall be for account of vendor.

CANCELLATION

Any agreement formulated from this inquiry may be cancelled by either party upon (ninety) 90 days written notice. The County may continue to place orders against said agreement until the effective date of such cancellation.

PRICING

Except as specifically noted herein, category product price proposals shall be firm, fixed prices for one year after the award for core list items and discount off manufacturer price list for all other items. In all cases, the County will reserve the right to reject any price increases during the terms of the Master Agreement. The County reserves the right to negotiate pricing and to add and delete items.

PRICE ADJUSTMENTS

All price adjustment requests must be submitted no less than 60 days prior to implementation. All upward price adjustments must be supported by manufacturers letter(s) substantiating the requested increase, the percent increase and must be approved by County Purchasing Agent. Price decreases will be accepted any time during he contract period with 60 day notice.

MASTER AGREEMENT TERM

The Master Agreement term shall be for a period of three (3) years from the date of award, with two (2) additional 12-month extension options which may be exercised at the sole discretion of the County.

SUBSTITUTION

Products purchased as a result of any award made from this RFP are to be supplied as offered, and accepted without substitution of material or style, at the contract price. Any deviation must be approved in advance by the requisitioning agency official.

FREIGHT
Freight Prepaid and Allowed. All charges including, but not limited to, transportation, packing and installation, to any location, including desktop delivery within agency facilities, anywhere within Los Angeles County or any location in all 50 States, must be inclusive in the Supplier's price.

Amendment #1
Corrected quantity on lines 84 and 85 and changed to zero. Everything else remains the same.

Amendment #2
Added line 87 to 93 for Wire & Cable and Conduit and Channel fitings cost plus. Everything else remains the same.

Amendment #3
Changed contact name from Dan to Jeff Peskuski. Everything else remains the same.

The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.

3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board,the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.

2. Upon request by COUNTY, identify the country/countries of origin of any products. goods, supplies or other personal property bidder sells or supplies to COUNTY, and

3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sale discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material. breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.

ASSIGNMENT BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange. assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 16-17 | **Version:** 1 | **Name:** | | |
| **Type:** | Contract | | **Status:** | Consent Agenda | |
| **File created:** | 1/13/2016 | | **In control:** | City Council | |
| **On agenda:** | 1/26/2016 | | **Final action:** | | |
| **Title:** | Authorize the City Manager to execute the Florida Department of Transportation Complete Street Local Agency Program Funding Agreement for the Florida Avenue Complete Street Construction Project. (Community Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Resolution LAP.pdf<br>LAP agreement - 1-13-2016.pdf<br>2014-084 (LAP Program Compliance).pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: January 13, 2016
Agenda Date: January 26, 2016
Prepared By: Susan D. McGrady, CRA Program Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Authorize the City Manager to execute the Florida Department of Transportation Complete Street Local Agency Program Funding Agreement for the Florida Avenue Complete Street Construction Project.

## BACKGROUND:

In 2013, the Space Coast Transportation Planning Organization (SCTPO) announced a “Complete Street” Funding Assistance Program to aid Brevard municipalities with design, engineering and construction costs. A “Complete Street”, as defined by the SCTPO, is “a street designed to enable safe access for all users - increase safety for pedestrians, cyclists, and motorists; support vibrant communities; expand the ability to move around; and support healthy communities.” The SCTPO approved six (6) projects in Brevard County, with Florida Avenue receiving $913,000.00 in funding for construction in Fiscal Year 2016. The Project will encompass Florida Avenue from State Road 520 to the southernmost City boundary.

The SCTPO receives their funding from federal highway funds administered by the Florida Department of Transportation (FDOT). In order for the City of Cocoa to receive these reimbursement funds, a Local Agency Program Agreement must be executed with FDOT.

The Cocoa Community Redevelopment Agency (CRA) has hired Quentin L. Hampton and Associates Inc., to complete the final design plans which have been submitted to FDOT for final review. The CRA has also budgeted funds for the construction in its Fiscal Year 2016 budget. In addition to the CRA, the Public Works Department has also enlisted Quentin L. Hampton and Associates, Inc. to prepare stormwater construction plans which were incorporated into the CRA plans submitted to FDOT. The Florida Avenue Complete Street Project was scheduled for construction in Fiscal Year 2016 based on Cocoa Utility Department's water main improvements scheduled for that timeframe. It is anticipated that this coordination of City Department's will allow for a significant cost savings in bulk costs as well as a lessening of inconvenience for residents, business owners and visitors.

The total anticipated cost of the Project is $3,024,174.00, with the City and Cocoa CRA sharing in the local contribution of an estimated $2,111,174.00.

## STRATEGIC PLAN CONNECTION:

The Strategic issues of Image and Community Development are impacted by this Agenda Item.

## BUDGETARY IMPACT:

There is no immediate budgetary impact. The Bid Award recommendation and construction contract will be presented for Council action after the bidding process has been completed.

## PREVIOUS ACTION:

City Council approved Resolution No. 2014-084 which authorizes the City Manager to execute Florida Department of Transportation Local Agency Program Funding Agreements.

## RECOMMENDED MOTION:

Authorize the City Manager to execute the Florida Department of Transportation Complete Street Local Agency Program Funding Agreement for the Florida Avenue Complete Street Construction Project.



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# RESOLUTION NO. 2016-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT FOR THE FLORIDA AVENUE COMPLETE STREET CONSTRUCTION PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the State of Florida Department of Transportation and the City of Cocoa desire to facilitate the Florida Avenue Complete Street Construction Project; and

**WHEREAS,** the State of Florida Department of Transportation has requested the City of Cocoa to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 435424-1-58-01.

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

**SECTION 1.** The City Council authorizes the City Manager to make, execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the Florida Avenue Complete Street Construction Project, FPN 435424-1-58-01.

**SECTION 2.** All resolutions or parts of resolutions in conflict herewith are 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, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

# LOCAL AGENCY PROGRAM AGREEMENT

FPN: 435424-1-58-01 Fund: SU / LF FLAIR Approp: 088717
Federal No: 8886-756-A Org Code: 55054010508 FLAIR Obj: 780000

FPN: 435424-1-68-01 Fund: LF FLAIR Approp:
Federal No: Org Code: FLAIR Obj:

FPN: Fund: FLAIR Approp:
Federal No: Org Code: FLAIR Obj:

County No: 70 Contract No: Vendor No: F596000292-001
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 07-919-5608
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, 2016 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and the City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

**1. Authority:** The Agency, by Resolution No. _____ dated the _____ day of _____, 2016, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

**2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Construction Services for the Complete Street Renovation of the existing Florida Avenue Roadway from King Street to 400 feet south of Rosa L Jones Drive, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

**3. Term of Agreement:** The Agency agrees to complete the Project on or before September 30, 2017. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**4. Project Cost:**

**A.** The total cost of the Project is $ 3,024,174.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

**B.** The Department agrees to participate in the Project cost up to the maximum amount of $913,000.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

**C.** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

**i.** Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

**ii.** Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

**iii.** Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

**iv.** Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments:**

**A.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

**B.** Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

**C.** The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

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

**E.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

**F.** Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

**G.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Agency.

Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

**H.** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

**I.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

**J.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

**K.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

**L.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**M.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

**6. Department Payment Obligations:** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

**A.** The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

**B.** There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

**C.** The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

**D.** There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or

**E.** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:** The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

**A.** A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

**i.** Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

**ii.** Maintains familiarity of day to day Project operations, including Project safety issues;

**iii.** Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

**iv.** Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

**v.** Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

**vi.** Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

**vii.** Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

**B.** Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

**C.** If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

**D.** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

**E.** The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

**F.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

**G.** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

**H.** For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**8. Audit Reports:** The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**A.** In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

**B.** The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

**i.** In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

**ii.** In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

**iii.** In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

**iv.** The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

**v.** Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

**vi.** As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

**vii.** The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

**C.** The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**9. Termination or Suspension of Project:** The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

**A.** If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

**B.** If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

**C.** If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

**D.** The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

**E.** Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The

closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**10. Contracts of the Agency:**

**A.** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

**B.** It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

**C.** The Agency shall comply with, and require is consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:** Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

**A.** Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

**B.** The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:** During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

**A.** The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

**B.** The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

**C.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**D.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

**E.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**F.** Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**G.** No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

**A.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

**B.** The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Miscellaneous Provisions:**

**A.** The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

**B.** The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

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

**D.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

**E.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**F.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

**G.** In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

**H.** Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

**I.** The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

**J.** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal 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. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

**K.** The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

**L.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

**M.** The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

**N.** The Agency:

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

**ii.** shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**O.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

**P.** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

**Q.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

**R. Exhibits**

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.

v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.

vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.

viii. ☒ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.

ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.

x. ☒ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.

xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.

xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.

xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY CITY OF COCOA

By: _____
Name:
Title:

Attest: _____
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Legal Review:

_____

# EXHIBIT "A"

## PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 435424-1-58/68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

the City of Cocoa, 65 Stone Street, Cocoa, Florida 32922

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.49 miles / 0.408 to 0.865 on Florida Avenue plus 180' off shoot.

PROJECT DESCRIPTION:

The project scope includes a complete street project along Florida Avenue from King St. (S.R. 520) to the southern-most City limits, south of Rosa L Jones Drive. The project length in total is approximately 0.49 miles. The project will include roadway reconstruction, new sidewalk on both sides of Florida Avenue, new curb and gutter, on-street parallel parking (permeable interlocking concrete unit pavement), minor storm water improvements, pedestrian scaled decorative streetlights, thermoplastic striping to include sharrows, stamped asphalt crosswalks in certain locations, signage, signage relocation, landscaping (tree grates along the sidewalk), and irrigation. The new sidewalk will be a combination of concrete and brick pavers. Existing driveways are to be reconstructed to meet current ADA requirements along with the new sidewalks. The project will also include mobilization, maintenance of traffic (MOT), erosion control, and clearing and grubbing. Existing elements to be removed include asphalt, base, sidewalk, curb and gutter, etc.

The decorative pedestrian scaled lighting along the entire length of the project is eligible for federal funding reimbursement. A proprietary product form was submitted and approved. The permeable interlocking concrete unit pavement, decorative bollards, 2" schedule 40 PVC conduit, and maintenance bonds will be funded by the City. In addition, the City is proposing to replace the existing watermain with an 8" PVC pipe. Total estimate watermain length is 4,174 linear feet. The watermain project will also be fully funded by the City.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

Invoices shall be submitted on a quarterly basis and progress reports shall be submitted as requested to:

Vince Vacchiano, Construction Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

## EXHIBIT "A"

### PROJECT DESCRIPTION AND RESPONSIBILITIES

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A.
b) Design to be completed by N/A.
c) Right-of-Way requirements identified and provided to the Department by N/A.
d) Right-of-Way to be certified by N/A.
e) Construction contract to be let by March 31, 2016.
f) Construction to be completed by May 31, 2017.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

Funding for this project is for the construction phase only, as the Agency will be totally funding the CEI services for this project.

# EXHIBIT "B"

## SCHEDULE OF FUNDING

| AGENCY NAME & BILLING ADDRESS<br>City of Cocoa<br>65 Stone Street<br>Cocoa, Florida 32922 | FPN: 435424-1-58/68-01 |
|---|---|

| TYPE OF WORK By Fiscal Year | FUNDING (1) TOTAL PROJECT FUNDS | (2) LOCAL FUNDS | (3) STATE FUNDS | (4) FEDERAL FUNDS |
|---|---|---|---|---|
| **Planning-18** FY: | | | | |
| FY: | | | | |
| FY: | | | | |
| Total Planning Cost | | | | |
| **Project Development & Environment (PD&E) - 28** FY: | | | | |
| FY: | | | | |
| FY: | | | | |
| Total PD&E Cost | | | | |
| **Design - 38** FY: | | | | |
| FY: | | | | |
| FY: | | | | |
| Total Design Cost | | | | |
| **Right-of-Way - 48** FY: | | | | |
| FY: | | | | |
| FY: | | | | |
| Total Right-of-Way Cost | | | | |
| **Construction-58** FY: 2015-2016 | $2,935,102.00 | $2,022,102.00 | | $ 913,000.00 |
| FY: | | | | |
| FY: | | | | |
| FY: | | | | |
| Total Construction Cost | $2,935,102.00 | $2,022,102.00 | | $ 913,000.00 |
| **Construction Engineering and Inspection (CEI) - 68** FY: 2015-2016 | $ 89,072.00 | $ 89,072.00 | | |
| FY: | | | | |
| FY: | | | | |
| Total CEI Cost | $ 89,072.00 | $ 89,072.00 | | |
| Operations – 88 FY: | | | | |
| FY: | | | | |
| FY: | | | | |
| Total Operations Costs | | | | |
| **TOTAL COST OF THE PROJECT** | $3,024,174.00 | $2,111,174.00 | | $ 913,000.00 |

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

**EXHIBIT "C"**

**FHWA FORM 1273**
**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

## LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

## Exhibit "E"
## TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

**(1.)** **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

**(2.)** **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

**(3.)** **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

**(4.)** **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

**(5.)** Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.)** **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* 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 sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.)** **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# EXHIBIT "F"

# AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

# EXHIBIT "L"

## LANDSCAPE MAINTENANCE

**Paragraph 16.L** is modified to include the following provisions:

1. Until such time as the Project is removed from the project highway pursuant to paragraphs 3 and 4 of this Exhibit, the Agency shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

    a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

    b) Properly mulch plant beds;

    c) Keep the premises free of weeds;

    d) Mow and/or cut the grass to the proper length;

    e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

    f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

    The Agency agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a) in this Exhibit, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Agency will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate or adjust the Project as it deems best, with the Agency being responsible for the cost incurred for the removal of the Project.

4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Agency.

# EXHIBIT "RL"

## ROADWAY LIGHTNING MAINTENANCE

**Paragraph 6.L** is modified to include the following provisions:

1. Maintenance

a) The Agency shall, at its sole cost and expense, maintain the existing or about to be installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Agency shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights burning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state or federal laws, rules, resolutions or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Agency.

# EXHIBIT 1

## FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

| | |
|---|---|
| **CFDA No.:** | 20.205 |
| **CFDA Title:** | Highway Planning and Construction<br>Federal-Aid Highway Program, Federal Lands Highway Program |
| **CFDA Program Site:** | **https://www.cfda.gov/** |
| **Award Amount:** | **$913,000.00** |
| **Awarding Agency:** | Florida Department of Transportation |
| **Award is for R&D:** | No |
| **Indirect Cost Rate:** | N/A |

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

**RESOLUTION NO. 2014- 084**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA APPROVING BIDDING/PURCHASING PROCEDURES NECESSARY TO COMPLY WITH REQUIREMENTS FOR FEDERALLY FUNDED TRANSPORTATION PROJECTS AND IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM ("LAP"); AUTHORIZING THE CITY MANAGER TO TAKE ANY OTHER ACTION DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE FINALIZATION AND EXECUTION OF A STANDARD LAP AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION WITH SAID STANDARD LAP AGREEMENT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Cocoa ("**City**") establishes the following procedures when working with federally funded highway transportation projects; and

**WHEREAS**, the City Council of the City of Cocoa must comply with Federal funding requirements to qualify for funding through the Florida Department of Transportation ("**FDOT**") Local Agency Program ("**LAP**"); and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COCOA, FLORIDA, AS FOLLOWS:**

**Section 1.** **Recitals**. The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by this reference.

**Section 2.** **Bid Opening and Tabulation/Advertising for Bids**. All bids received in accordance with the terms of the advertisement shall be publicly opened and announced either item by item or by total amount. If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the opening. Negotiation with contractors during the period following the opening of bids and before the award of the contract shall not be permitted. All federally funded projects shall be advertised a minimum of three weeks.

**Section 3.** **Bid Analysis and Award of Contract**. The City will comply with the requirements of 23 C.F.R. §635.114 on all federally funded transportation projects for bid analysis and award of contracts as detailed in Exhibit "A." For such purposes, the City will act as "State Transportation Department" and FDOT as "Division Administrator" as defined in 23 C.F.R. §635.102.

**Section 4.** **Contract Time**. The City will follow the guidelines detailed in Exhibit "B" when establishing a contract time for all federally funded transportation projects. Contract time extensions shall be subject to the concurrence of FDOT and shall be considered in determining the amount of federal participation. Contract time extensions submitted for approval to FDOT shall be fully justified and adequately documented.

**Section 5.** **Engineer's Estimate**. The City will comply with the requirements of 23 C.F.R. §§201-205 on all federally funded transportation projects for the preparation of engineer's estimates as detailed in Exhibit "C".

**Section 6.** **Warranty Clauses**. The City will comply with the requirements of 23 C.F.R. §635.413 on all federally funded transportation projects for warranty clauses as detailed in Exhibit "D". The warranty will begin the day after final acceptance is awarded.

**Section 7.** **Fair, Open and Competitive Selection of Qualified Consultants**. In accordance with 40 U.S.C. §§1101-1104 ("Brooks Act") and other federal regulations, the City will not use local preference criteria in awarding contracts for federally funded transportation projects.

**Section 8.** **Approval, Authorization and Execution of Standard LAP Agreement**. The City hereby authorizes the City Manager to execute and deliver on behalf of the City a standard LAP agreement between the City and FDOT with such changes, insertions and additions as he may approve, their execution thereof being conclusive evidence of such approval.

**Section 9.** **Authorization of Other Documents to Effect Transactions**. To the extent that other documents, including but not limited to, notices, opinions or other items are needed to effect any transactions referenced in this Resolution, the City Manager is hereby authorized to execute and deliver such documents, opinions or other items and to take such actions as are necessary for the full, punctual and complete performance of the agreements, provisions or other items as are contained herein by reference.

**Section 10.** **Repeal of Prior Inconsistent Resolutions**. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

**Section 11.** **Severability**. If any section, subsection, sentence, clause, phrase, word or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

**Section 12.** **Effective Date**. This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

**ADOPTED** in regular meeting of the City Council of the City of Cocoa, Florida, this 12 day of August, 2014.

**Henry U. Parrish, III Mayor**

ATTEST:

**Joan Clark, City Clerk**

# EXHIBIT "A"
# (AWARD)

**§635.114 Award of contract and concurrence in award.**

(a) Federal-aid contracts shall be awarded only on the basis of the lowest responsive bid submitted by a bidder meeting the criteria of responsibility as may have been established by the STD in accordance with §635.110. Award shall be within the time established by the STD and subject to the prior concurrence of the Division Administrator.

(b) The STD shall formally request concurrence by the Division Administrator in the award of all Federal-aid contracts. Concurrence in award by the Division Administrator is a prerequisite to Federal participation in construction costs and is considered as authority to proceed with construction, unless specifically stated otherwise. Concurrence in award shall be formally approved and shall only be given after receipt and review of the tabulation of bids.

(c) Following the opening of bids, the STD shall examine the unit bid prices of the apparent low bid for reasonable conformance with the engineer's estimated prices. A bid with extreme variations from the engineer's estimate, or where obvious unbalancing of unit prices has occurred, shall be thoroughly evaluated.

(d) Where obvious unbalanced bid items exist, the STD's decision to award or reject a bid shall be supported by written justification. A bid found to be mathematically unbalanced, but not found to be materially unbalanced, may be awarded.

(e) When a low bid is determined to be both mathematically and materially unbalanced, the Division Administrator will take appropriate steps to protect the Federal interest. This action may be concurrence in a STD decision not to award the contract. If, however, the STD decides to proceed with the award and requests FHWA concurrence, the Division Administrator's action may range from nonconcurrence to concurrence with contingency conditions limiting Federal participation.

(f) If the STD determines that the lowest bid is not responsive or the bidder is not responsible, it shall so notify and obtain the Division Administrator's concurrence before making an award to the next lowest bidder.

(g) If the STD rejects or declines to read or consider a low bid on the grounds that it is not responsive because of noncompliance with a requirement which was not clearly identified in the bidding documents, it shall submit justification for its action. If such justification is not considered by the Division Administrator to be sufficient, concurrence will not be given to award to another bidder on the contract at the same letting.

(h) Any proposal by the STD to reject all bids received for a Federal-aid contract shall be submitted to the Division Administrator for concurrence, accompanied by adequate justification.

(i) In the event the low bidder selected by the STD for contract award forfeits the bid guarantee, the STD may dispose of the amounts of such forfeited guarantees in accordance with its normal practices.

(j) A copy of the executed contract between the STD and the construction contractor should be furnished to the Division Administrator as soon as practicable after execution.

(k) In the case of a design-build project, the following requirements apply: Design-build contracts shall be awarded in accordance with the Request for Proposals document. *See* 23 CFR Part 636, Design-build Contracting, for details.

[56 FR 37004, Aug. 2, 1991, as amended at 67 FR 75925, Dec. 10, 2002]

**EXHIBIT "B"**

Guideline For Establishing
Construction Contract Duration

# *FLORIDA DEPARTMENT OF TRANSPORTATION*

# *GUIDELINE FOR*

# *ESTABLISHING CONSTRUCTION CONTRACT DURATION*

*July 2010*

## DISCLAIMER:

**The following documentation as a whole was derived from Federal Highway Administration's Guide for Construction Contract Time Determination Procedures (TA 5080.15 dated 10/15/02)**

## Purpose

To provide guidelines for determining contract time for construction projects.

## Authority

Sections 334.044(2) and 337.18, Florida Statutes

## Background

A. Contract time is the maximum time allowed in the contract for completion of all work contained in the contract documents. Contract time often arises as an issue when there is too much time or too little time given in the contract. If too much time is allowed then the traveling public is being inconvenienced and the contractor does not appear to be aggressively pursuing the work. There may be a number of reasons for a project to appear dormant, such as weather limitations, concrete curing times, materials arriving late, etc. However, all too often the causes are traceable to excessive time originally established by the scheduling engineer to complete the project or poor contractor scheduling of construction operations. If not enough time is allowed then the contractor will submit claims for added cost and time to the contract.

B. In many instances, the duration of highway construction projects is more critical today than it was in the past. Several of the reasons are listed below:

   1. There are an increasing number of resurfacing, restoration, and rehabilitation type projects being constructed under traffic, resulting in an increase in the exposure of construction workers and motorists.

   2. Traffic volumes on most highways are significantly greater and are continuing to increase, thereby creating a greater impact on the motoring public in both safety considerations and cost.

   3. Proper selection of contract time allows for optimization of construction engineering costs and other resources.

C. In addressing the need for completing critical construction projects where it is important to minimize traffic inconvenience and delay, many States have applied non-traditional contracting methods such as Bonuses and Incentive/Disincentive specifications for early completion.

## Elements in Determining Contract Time

A. The application of written procedures for determining contract time is important so that production rates and other considerations are applied uniformly throughout the State. This document should be used in conjunction with the procedures in the ***Construction Project Administration Manual (CPAM), Section 1.2*** addresses how to classify projects based upon appropriate factors such as high traffic volumes, projects with incentive/disincentive clauses, etc. Experience and judgment should be used in the final determination for which projects are critical. These procedures also address the importance of geographical and weather differences throughout the State, which could affect contractor productivity rates. The fact that some types of work can or cannot be undertaken during certain times of the year should also be addressed. Where applicable, the affect of working under traffic also needs to be considered such as lane closure restrictions, holidays and special events.

B. The reasonableness of the contract time included in contracts is important. If time is insufficient, bid prices may be higher and there may be an unusual number of time overruns and contractor claims. Contractors should be provided the ability to schedule work to maximize equipment and labor, and if contract time is too short, these efficiencies are more difficult to obtain resulting in higher prices. If the time allowed is excessive, there may be cost inefficiencies by both the Department and the contractor. The public may be inconvenienced unnecessarily and subjected to traveling on a roadway where safety is less than desirable for an extended period of time. In establishing contract time, the scheduling engineer should strive for the shortest practical traffic interruptions to the road user. If the time set is such that all work on a project may be stopped for an extended period (such as scheduled events) and the contractor can still complete the project on schedule, it means the contract time allowed was excessive.

C. For most projects the essential elements in determining contract time include: (1) establishing production rates for each controlling item; (2) adopting production rates to a particular project; (3) understanding potential factors such as business closures, environmental constraints: and (4) computation of contract time with a progress schedule.

## Establishing Production Rates

A. A production rate is the quantity produced or constructed over a specified time period. Estimating realistic production rates is important when determining appropriate contract completion time. Production rates may vary considerably depending on project size, geographic location, and rural or urban setting, even for the same item of work. Production rate ranges should be established in the State's written procedures based on project type (grading, structures, etc.), size, and location for controlling items of work.

B. In establishing production rates to be used for determining contract time, an accurate database should be established by using normal historical rates of efficient contractors. One method of establishing production rates is to divide the total quantity of an item on previously completed projects by the number of days/hours the contractor used to complete the item. Production rates based upon eight-hour crew days or per piece of equipment are recommended. Production rates developed by reviewing total quantities and total time are not recommended as they may result in misleading rates which tend to be low since they may include startup, cleanup, interruptions, etc.

C. The most accurate data will be obtained from site visits or review of project records (i.e., field diaries and other construction documents) where the contractor's progress is clearly documented based on work effort, including work crew make up, during a particular time frame. A data file based on three to five years of historical data (time, weather, production rates, etc.) should be maintained.

D. The production rates used should be based on the desired level of resource commitment (labor, equipment, etc.) deemed practical given the physical limitations of the project. Representatives of the construction industry are also usually willing to assist in developing rates and time schedules. Rates should be updated regularly to assure they accurately represent the statistical average rate of production in the area.

E. Some jurisdictions apply production rate data taken from some of the published rate guides. This data may be useful as guidance; however, the relationship of these production rates to actual highway construction projects may be difficult to correlate.

**OTHER FACTORS WHICH INFLUENCE CONTRACT TIME**

A. In addition to production rates, the following items should be considered when determining contract time:

1. Effects of maintenance of traffic requirements on scheduling and the sequence of operations;

2. Curing time and waiting periods between successive paving courses or between concrete placement operations, as well as specified embankment settlement periods;

3. Seasonal limitations for certain items when determining both the number of days the contractor will be able to work as well as production rates;

4. Conflicting operations of adjacent projects, both public and private;

5. Time for reviewing false-work plans, shop drawings, post-tensioning plans, mix designs, etc.;

6. Time for fabrication of structural steel and other specialty items;

7. Coordination with utilities;

8. Time to obtain necessary permits;

9. The effect of permitting conditions and/or restrictions;

10. Restrictions for nighttime and weekend operations;

11. Time of the year of the letting as well as duration of the project;

12. Additional time for obtaining specialty items or materials with long-lead requirements;

13. Other pertinent items as determined by the Scheduling Engineer.

In setting contract time it is recommended that the time is based on production rates per hour or per day on a working day basis, a conversion factor of 1.4 should be used and non work days should not be programmed into the scheduling software. If non-working days are calculated into the schedule such as holidays, keep in mind when granting day for day time.

## Adapting Production Rates to a Particular Project

A. Before time durations for individual work items can be computed, certain project specific information should be determined and some management decisions made. The relative urgency for the completion of a proposed project should be determined. The traffic volumes affected as well as the effect of detours should be analyzed. The size and location of the project should be reviewed, in addition to the effects of staging, working double shifts, nighttime operations, and restrictions on closing lanes. The availability of material for controlling items of work should be investigated. For example, it might be appropriate to consider the need for multiple crews on a specific item to expedite the completion when there are exceptionally large quantities or when there is a large impact on traffic.

B. Procedures to accelerate project completion should be considered when construction will affect traffic substantially or when project completion is crucial. This is especially important in urban areas with high traffic volumes. When accelerating contract time for time sensitive projects, production rates should be based on an efficient contractor working more than eight hours per day, more than five days per week and possibly with additional workers. The development

and application of a separate set of production rates for critical projects is recommended.

## Computation of Contract Time - Develop a Progress Schedule

A. The contract time for most construction projects can be determined by developing a progress schedule. A progress schedule shows the production durations associated with the chosen production rates for the items of work. The time to complete each controlling item of work included in the progress schedule is computed based on the production rates applicable to that project. Items should be arranged by chronological sequence of construction operations. Minor items that may be performed concurrently should be shown as parallel activities.

B. In determining a progress schedule it should be remembered that the start and end dates for each controlling item need to be based on the earliest date for which work on that item will begin and how long it will take to complete. The earliest start date for each activity will be determined by the completion of preceding activities, and should allow for the fact that some activities can begin before the preceding activity is entirely completed. Additional time should be also allowed in the contract for initial mobilization.

## Contract Time Determination Techniques

Contract time determination techniques generally fall into the categories of bar charts and critical path techniques. These techniques are described below:

A. Bar Charts

1. Bar charts or Gantt charts are graphical representations of projects with specific completion dates and activities. Bars or lines are drawn proportional to the planned duration of each activity.

2. A brief description of the procedure used to develop a bar chart to determine contract time is as follows:

   a. The first step in developing a bar chart is to break a project down into separate activities or operations necessary for project completion.

   b. Once all the activities necessary to complete a project have been listed, the duration and completion date of each activity needs to be determined based on production rates.

   c. With this data established, the bar chart can be prepared. A line or bar is drawn on the chart showing the time when work will be performed for each activity. The resulting diagram will represent a

project, showing when each activity will be undertaken and completed.

d. With bar charts, the progress of a project may be monitored for each activity by drawing a bar or line below the original scheduled performance to show the actual duration for each activity as it is completed.

3. Bar charts are advantageous in that they are simple to develop and easy to understand, and they offer a good method of determining contract time. Some disadvantages are that they do not show the interrelationship and inter-dependency among the various phases of work. Bar charts are difficult to properly evaluate when construction changes occur. Also, controlling items are shown in the same manner as minor items, thus making it more difficult to determine which items actually control the overall time progress of the project. The use of bar charts are not recommended for contract administration and project management of large or complex construction projects.

C. Critical Path Method (CPM)

The Critical Path Method (CPM) focuses on the relationship of the critical activities, specifically, those which must be completed before other activities are started. Working from the project's beginning and defining individual project tasks and the number of days to perform each task, a logical diagrammatic representation of the project is developed. A CPM depicts which tasks of a project will change the completion date if they are not completed on time. The evaluation of critical tasks allows for the determination of the time to complete projects. Because of the size and complexity of most projects, this method is most often applied using a computer software program. Within the CPM software, the ability to use a Program Evaluation Review Technique (PERT) provides a breakdown of each activity to boxes. This enables the user to view the connection of relationships to each activity. CPM software also has the ability to display the contract time in a bar chart view as well.

1. The first step in applying the CPM method is to break a project down into separate tasks or operations necessary for project completion. Each of these separate operations or processes is called an activity. The completion of an activity is called an event.

2. Once all the activities necessary to complete a project have been listed, the relationship of these activities to one another needs to be determined. In some instances, several activities can be undertaken concurrently, and at other times, certain activities cannot be undertaken until others have been completed. Generally, when determining the sequence of operations, some questions need to be asked such as: "What needs to be

done before proceeding with this activity" or "what can be done concurrently?" Every activity has a definite event to mark its relationship with others with respect to completing a task.

3. In working with this procedure, a diagrammatic representation of the project is developed showing the correct sequence and relationship of activities and events. Each activity is shown as an arrow leading to a node, which indicates the completion of an event or the passage of time. The start of all activities leaving a node depends on the completion of all activities entering a node. Therefore, the event represented by any node is not achieved until all activities leading to the node have been completed. The resulting diagram will be a schematic representation of a project, showing all the relevant activities and events in correct sequence.

4. An actual time can be set to each activity based on production rates and other appropriate factors. The time to complete each activity is then shown on each arrow to indicate the duration. The "early start" for each activity is the earliest point in time that an activity can start, provided that all activities before it have finished. This is not necessarily the point in time that it will start; however, it is the earliest time that it can start. The "early finish" for an activity is merely the duration of the activity after its early start. As is the case with the "early start," this is not necessarily the point in time that the work represented by the activity will be over, but is the earliest point in time that it can occur. A "finish" date in CPM is the first day after the physical completion of the activity. The completion time of a project is the sum of the longest time path leading to completion of the project.

5. The optimum time and cost for performing the project can be evaluated by assigning resources i.e. equipment, labor hours, and materials to each activity. The diagrammatic representation of the project then provides a means to evaluate the costs incurred with respect to the completion of specified activities.

6. Advantages of using the CPM include:

   - It is an accurate technique for determining contract time and verifying that the project can be constructed as designed and with identified construction sequences;

   - It is a useful tool for project managers in monitoring a project, especially when dealing with relationships of work items with respect to time; and

   - Activities responsible for delays can be identified and corrective measures to keep a project on schedule can be determined.

7. Disadvantages of using the CPM include:

   - The CPM requires experienced and knowledgeable staff to be used effectively;

   - They require regular updates to assure that the contractor's operation is accurately represented.

## Other Project Considerations

Construction time on certain projects such as lighting or signalization may be governed by the long lead-time necessary to obtain materials. To minimize traffic disruption, the contract may specify a completion date several months after the notice to proceed, but the contractor should be limited to a relatively short on-site time. This may be accomplished by including in the contract a "conditional notice to proceed" clause which would allow a specified amount of time to purchase and assemble materials followed by issuance of a full work order which would be issued upon expiration of the assembly period or sooner, upon the contractor's request.

Delayed or flexible notice-to-proceed dates may be appropriate for certain projects where the ultimate completion date is not critical. The contracting agency may wish to provide a notice-to-proceed window in order to increase the probability of a competitive bid where only a limited number of contractors are available to perform the work. Such projects may include:

- Projects that consist of specialized work (seal coats, highway planting, pavement grooving or bridge painting) where a large number of these projects are being advertised within a short time period;

- Projects with a very limited number of working days;

- Building projects.

This allows the contractor to schedule this contract with consideration of other work he/she may have in the same paving season. Net benefits include lower project inspection cost and a minimal disruption to traffic.

An option that may be applicable to some projects is dividing a project into phases with each phase having its own completion date. This may be applicable when coordinating with other projects or activities in the area in order to meet tight deadlines.

***BASIS OF PRODUCTION RATES:***

The production rates shown are divided into 3 categories: low, average and high. The **low** rate is typically used on projects where there are large numbers of intersections, driveways, high congested traffic and a large number of existing utilities which may interfere with the proposed construction. The **average** rate is typically used in projects where there are minimum existing utilities, low to medium traffic volume/congestion with minimal intersections and driveways. The **high** rate is typically used on rural and limited access facilities.

SCOPE OF WORK DEFINITIONS:

***R.O.W. Preparation:***

Clearing and grubbing (Acres): The removal of top soil, trees, minor physical objects and other vegetation from the construction site using mechanical equipment.

Excavation (C.Y.): The removal and transporting of in situ soils on the construction site using mechanical equipment.

Embankment (C.Y.): The placing and compaction of soil on the construction site using mechanical equipment.

***Drainage Structures/Storm Sewers:***

Storm Sewers (L.F.): The excavation, installation, and backfilling of drainage or sewer pipes including structures.

Box Culverts (C.Y.): The excavation, forming, reinforcing, pouring, finishing, stripping, and backfilling of cast in place concrete box culverts on the construction site. If using pre-cast units, then the units should be changed to L.F. and appropriate production rates substituted.

Inlets & manholes (Each): The installation of pre-manufactured inlets manholes for drainage or sewer systems. Time is included in Pipe.

***Bridge Structures:***

(Note: The production rates on several items appear low since they must include time for the total scope of activities necessary to complete an item.)

Cofferdams (S.Y.): The installation, dewatering and minor excavation associated with building a cofferdam system for a bridge construction site.

Sheet Piling (S.F.): The installation of sheeting for retaining walls and deep excavations. Do not add to cofferdams.

Piling (L.F.): The installation of piling for bridge foundations.

Footings (C.Y.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete bridge footings.

Columns, Caps & Bents (C.Y.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete bridge columns, caps and bents.

Wingwalls (S.Y.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete wingwalls for bridges.

Bridge deck (total depth)(C.Y.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete bridge decks. The production rates have been set to include time for all components of the deck, including precast plank under slab, thus the full depth of the deck is used to calculate quantity.

Bridge curbs/walks (L.F.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete bridge curbs and walkways.

Bridge handrails (L.F.): The layout, forming, reinforcing, placing, curing and removing forms for cast in place reinforced concrete bridge handrails.

Retaining walls (S.F.): The layout, excavation, forming, reinforcing, placing, curing and removing forms for cast in place reinforced concrete retaining walls. The time for precast proprietary wall systems in included in embankment.

***Base Preparations:***

Stabilized Roadbed (S.Y.): The placement, mixing and compaction operations involved in the stabilization of subgrade soils.

Base material (S.Y.): The placement, mixing and compaction of flexible base material.

Hot mix asphalt base (Ton): The laydown and compaction of hot mix asphalt concrete base course material. The production rates are taken from the graph for plant mix.

Curb and gutter (L.F.): The layout and construction of new roadway curb and gutter using automated equipment or forms and hand finish.

Concrete pavement repair (S.Y.): The removal and replacement of sections of unsatisfactory or failed Portland cement concrete pavement.

Milling/planning (S.Y.): The removal of the surface level of existing pavements using automated milling or planning equipment.

Plant mixed surfaces (Ton): The laydown and compaction of hot mix asphalt concrete surface course material. The production rate is taken from the graph for Plant Mix.

Asphalt Friction Course (1 course) (Ton): The laydown and compaction of asphalt concrete friction course material.

Cement Concrete paving (Rebar + curing) (S.Y.): The layout, reinforcing, placing, curing and jointing of Portland cement concrete pavement.

Precast traffic barriers (L.F.): The layout and installation of precast concrete traffic barriers. If barriers are to be cast in place, then the units should be changed to C.Y. and the production rates adjusted accordingly.

***Permanent Signing and Traffic Signals:***

Small Signs (Each): The installation of small highway information and warning signs mounted on metal posts driven into soil along a highway.

Overhead signs (Each): The installation of large highway information and directional signs mounted on metal frames over a highway. It is assumed that the footings and poles that support
The frames are already in place.

Major traffic signals (Each): The installation of automated traffic signals and their support systems at highway intersections.

Pavement markings (L.F.): The application of paint or thermoplastic pavement marking materials to a highway pavement.

Raised Pavement Markers (RPM) (Ea.): The application of adhesive and raise pavement markers.

Seeding (S.Y.): The seeding of grasses, application of fertilizer and mulch, and cutting into soil.

Final clean-up (Sta.): The removal of debris, dirt and other construction materials from a highway pavement and adjacent right of way at the end of a construction project. The time for this activity is included in "General Time".

Structure demolition (WKDAYS): The demolition and removal of the materials for large structures (multi-story buildings, retaining walls, towers underground tanks, etc.) from the right of way of new construction projects.

Remove old structures (small) (WKDAYS): The demolition and removal of the materials for small structures (Single-story wood buildings, storage sheds, fences, road signs,

etc.) from the right of way of new construction projects. Time for this is included in clearing and Grubbing.

Bridge demolition (WKDAYS): The demolition and removal of all materials for an existing bridge structure and related appurtenances (approaches, gates, signals, etc.).

Erect temporary bridge (WKDAYS): The layout and construction of a temporary bridge structure and related appurtenances for a highway construction project.

Remove temporary bridges (WKDAYS): The demolition and removal of all materials for a temporary bridges structure and related appurtenances for a highway construction project.

## *PRODUCTION RATES*

The following Excel spreadsheet link is a compilation of statewide rates ranging from low to high. Although this list is extensive, it may not include a production rate relevant to a particular project. Other sources may need to be perused to achieve the required rates for a particular scope of work within that contract.

Production Rates (Statewide)

# EXHIBIT "C"
# (ENGINEER'S ESTIMATE)

a. The Engineer's Estimate should be prepared and reviewed carefully to reflect as realistically and accurately as possible the expected costs of the work at the time of receipt of bids.

b. Has should establish consistent and compatible procedures for the preparation, review, and updating of estimates.

    1. The unit prices used for estimates, and corresponding actual unit bid prices when available, for the preceding 12 months should be reviewed to determine if changes in estimated unit prices are needed to reflect any trends that have occurred.
    2. The estimate should reflect prices that are realistic for the areas, times, and characteristics of the work to be done (regional adjustment and seasonal adjustment are especially important).
    3. Incentive/disincentive or escalation clauses should be considered in determining the estimated unit costs since such clauses may affect the estimate considerably.
    4. Other factors that can affect the estimated cost of a project such as labor rates, equipment rates, interest rates, time to complete, competition levels, and material shortages should be considered and estimated costs adjusted as necessary.
    5. Bid price data bases should be current at the time of estimate preparation and should be current (within 4 weeks) at the time of advertisement.

c. Estimates should include a number of description of the item, estimated quantity, unit, and price (words and numerals) for each proposed item of work.

d. For accounting purposes, the Engineer's Estimate should identify separately:
    1. urban and rural quantities,
    2. county-by-county breakdown,
    3. tabulations of items coded on the basis of the predominant Improvement and Construction Type Code.

e. Construction Engineering should be shown as a separate line item.

(Taken from Guidelines for Preparation of Plans, Specifications, and Estimates – Design – FHWA; *available at* http://www.fhwa.dot.gov/design/0630bsup.cfm)

# EXHIBIT "D"
# (WARRANTY CLAUSE)

**§635.413 Guaranty and warranty clauses.**

The STD may include warranty provisions in National Highway System (NHS) construction contracts in accordance with the following:

(a) Warranty provisions shall be for a specific construction product or feature. Items of maintenance not eligible for Federal participation shall not be covered.

(b) All warranty requirements and subsequent revisions shall be submitted to the Division Administrator for advance approval.

(c) No warranty requirement shall be approved which, in the judgment of the Division Administrator, may place an undue obligation on the contractor for items over which the contractor has no control.

(d) A STD may follow its own procedures regarding the inclusion of warranty provisions in non-NHS Federal-aid contracts.

(e) In the case of a design-build project, the following requirements will apply instead of paragraphs (a) through (d) of this section.

(1) General project warranties may be used on NHS projects, provided:

(i) The term of the warranty is short (generally one to two years); however, projects developed under a public-private agreement may include warranties that are appropriate for the term of the contract or agreement.

(ii) The warranty is not the sole means of acceptance;

(iii) The warranty must not include items of routine maintenance which are not eligible for Federal participation; and,

(iv) The warranty may include the quality of workmanship, materials and other specific tasks identified in the contract.

(2) Performance warranties for specific products on NHS projects may be used at the STD's discretion. If performance warranties are used, detailed performance criteria must be provided in the Request for Proposal document.

(3) The STD may follow its own procedures regarding the inclusion of warranty provisions on non-NHS Federal-aid design-build contracts.

(4) For best value selections, the STD may allow proposers to submit alternate warranty proposals that improve upon the warranty terms in the RFP document. Such alternate warranty proposals must be in addition to the base proposal that responds to the RFP requirements.

[60 FR 44274, Aug. 25, 1995, as amended at 67 FR 75926, Dec. 10, 2002; 72 FR 45336, Aug. 14, 2007]

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 16-21 | **Version:** 1 | **Name:** | | |
| **Type:** | Contract | | **Status:** | Consent Agenda | |
| **File created:** | 1/18/2016 | | **In control:** | City Council | |
| **On agenda:** | 1/26/2016 | | **Final action:** | | |
| **Title:** | To Approve a Municipal Services Agreement (Pilot Offender Re-Entry Program) with Alternative Behavior Services Inc. for Grounds Maintenance in City maintained Right-of-Way and authorize the City Manager to sign the Agreement and other necessary documents. (City Manager) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Municipal Services ABS, INC.pdf<br>Attachment 1 to Scope of Work .pdf<br>Attachment 2 to Scope of Work.pdf<br>Exhibit A  Scope of Work.pdf<br>Exhibit B.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: January 14, 2016
Agenda Date: January 26, 2016
Prepared By: Matthew Fuhrer
Through: John Titkanich, Jr., AICP
Requested Action:
To Approve a Municipal Services Agreement (Pilot Offender Re-Entry Program) with Alternative Behavior Services Inc. for Grounds Maintenance in City maintained Right-of-Way and authorize the City Manager to sign the Agreement and other necessary documents.

## BACKGROUND:

On December 8th 2015, City Council approved a Municipal Services Agreement with Celebration Tabernacle, Inc. A contractual obligation was to provide in addition to the City, professional liability insurance as well as commercial general liability insurance. Celebration Tabernacle, Inc. was unable to obtain the required insurance due to their status as a non-profit church entity. Alternative Behavior Services, Inc. is a for profit corporation operated as a ancillary service of the Church. Through Alternative Behavior Services, Inc. Celebration Tabernacle church was able to obtain the necessary insurance to comply with the requirements of the contract. The contract term will be for 5 months as a pilot program, with an extension to December 31st 2016 possible based on the service provider's performance.

In the preparation for the Mayor's Crime Awareness and Prevention Summit on September 30, 2014

various contributing factors to crime in the City of Cocoa were generally identified. Research indicates the higher the concentration of prior offenders in a geographic area the higher the crime rate. The City determined within the corporate limits there are higher concentrations of career offenders per capita than all other Brevard County cities. The information and issue was discussed during the Mayor's Crime Awareness and Prevention Summit by both community and panel members. The conversation was summarized to express without the offender's basic needs being met, they would turn back to crime to meet their basic needs.

The information received at the Mayor's Crime Awareness and Prevention Summit was formed into topics for the Strategic Planning Crime Committee to address. The committee discussed how offenders in the community could have their basic needs met to prevent future offending. Members explored the current contract the City has with the Florida Department of Corrections for inmate labor to maintain the roadway right-of-way within the City of Cocoa. The current program provides for 2 inmate work crews for mowing, trimming and debris collection 5 days a week traveling from East Orlando. Through the current state contract the City pays $57,497.00 annually per inmate work crew, equivalent to the state cost for a Corrections Officer to supervise the prison inmates. In addition to the Corrections Officer, the City is obligated to provide transport to and from the Orlando facility, transport to work areas, a trailer and necessary maintenance equipment.

Crime Committee member Pastor Errol Beckford of Celebration Tabernacle Church currently offers an offender re-entry program through employment at other businesses operated by the Church and through ancillary service providers such as Alternative Behavior Services, Inc. Through his programming he provides housing, employment, GED attainment classes and faith based participation. Through discussion the committee felt a recommendation for consideration would be to offer a program mirroring the state inmate program within the City of Cocoa through partnership with a faith based organization. The committee felt the City could accomplish both objectives of maintaining the right-of-way as well as offering offender re-entry programming.

## STRATEGIC PLAN CONNECTION:

This agenda item is the direct result of the Crime Committee's program recommendation to assist felony offenders in re-entering the community.

## BUDGETARY IMPACT:

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

| | |
|---|---|
| Amount Requested | $23,957.08 |
| Account Number | 001-3520-572.34-00 |
| Account Name | Contract Services |

The budgetary impact for this 6 month contract from January 2016 to June 2016 is $23,957.08 which is budgeted in FY 2016. At the conclusion of the 6 month contract, an extension of 6 additional months may be exercised providing $14,374.26 from July through September in FY 2016 and $14,374.26 from October 2017 through December 2017 to be budgeted in FY2017. At the time the contract is extended for the additional 6 months the contract will become a multi-year agreement.

FY 2016- $38,331.34
FY 2017- $14,374.26
Total for Calendar Year 2016- $52,705.60

## PREVIOUS ACTION:

On December 8th 2015, City Council approved a Municipal Services Agreement with Celebration Tabernacle, Inc. A contractual obligation was to provide in addition to the City, professional liability insurance as well as commercial general liability insurance. Celebration Tabernacle, Inc. was unable to obtain the required insurance due to their status as a non-profit church entity. Alternative Behavior Services, Inc. is a for profit corporation operated as a ancillary service of the Church. Through Alternative Behavior Services, Inc. Celebration Tabernacle church was able to obtain the necessary insurance to comply with the requirements of the contract.

## RECOMMENDED MOTION:

To Approve a Municipal Services Agreement (Pilot Offender Re-Entry Program) with Celebration Tabernacle, Inc. for Grounds Maintenance in City maintained Right-of-Way.

# MUNICIPAL SERVICES AGREEMENT

**THIS MUNICIPAL SERVICES AGREEMENT** ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("City") and **ALTERNATIVE BEHAVIOR SERVICES, INC.,** a Florida for profit corporation ("Service Provider") (collectively the "Parties").

## RECITALS:

**WHEREAS**, the Service Provider is a Florida for profit corporation offering behavior modification counseling programs to promote the health and well being of the community; and

**WHEREAS,** the Service Provider currently operates an offender re-entry program for the purpose of assisting incarcerated individuals with a successful transition to the community upon their release by providing employment assistance, drug-free housing opportunities, and other supportive services; and

**WHEREAS**, as part of the offender re-entry program, the City would like to utilize the services of the Service Provider for the performance of grounds maintenance on City-owned property; and

**WHEREAS**, the City Council believes the offender re-entry program and services to be provided through Service Provider shall continue to benefit the many residents of the City and in furtherance of this benefit, the City Council has authorized a budget expenditure to be provided to Service Provider for the municipal purposes identified hereunder; and

**WHEREAS,** the Parties agree that the services provided by the Service Provider hereunder serve a paramount public benefit as they are for the benefit of the public health, safety, welfare, convenience and morals of the citizens of the City of Cocoa.

**NOW THEREFORE,** in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the Parties agree has been exchanged and received the Parties agree as follows:

**1.0 Recitals.** The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

**2.0 Definitions.** For purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise:

a) "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time by mutual written agreement by the Parties, which shall constitute authorization for the Service Provider to provide the Municipal Services stated herein using the Funds provided in Paragraph 4.0.

b) "City" is the City of Cocoa, Florida, a Florida municipal corporation.

c) "Effective Date" shall be February 1, 2016. The Agreement shall not be effective against any party until said date.

d) "Funds" shall mean the monies paid by the City to the Service Provider in accordance with Paragraph 4.0 of this Agreement.

e) "Public Record" is as described in Section 119.011(1), *Florida Statutes.*

f) "Service Provider" is the Alternative Behavior Services, Inc., a Florida Profit Corporation.

g) "Work" or "Municipal Services" shall be used interchangeably and shall refer to the performance of the services outlined in Paragraph 5.0 of this Agreement.

h) "Wrongfully Expended Funds" is defined in Paragraph 17.0 of this Agreement.

**3.0 Engagement; Term of Agreement.** The City hereby engages the Service Provider and the Service Provider agrees to perform the Municipal Services outlined in Paragraph 5.0 of this Agreement and under the terms and conditions herein. The Term of this Agreement shall commence on the Effective Date and shall continue in force and effect through June 30, 2016. The City shall have the option to renew this Agreement for up to one (1) additional six (6) month term upon substantially the same terms and conditions contained herein upon thirty (30) calendar days written notice to the Service Provider, except that the payment owed to Service Provider for said six month term shall be a maximum of $28,748.50. Thereafter, any renewal shall be in writing and executed by both Parties. The City Manager shall act for the City hereunder.

**4.0 Payment of Funds.** The City agrees to pay to the Service Provider a maximum of Twenty Three Thousand, Nine Hundred Fifty Seven and 08/100 Dollars ($23,957.08) during the term of this Agreement in one payment due within thirty (30) days of the Effective Date of this Agreement.

Notwithstanding the City's commitment to the Service Provider hereunder, the source of such monies will lawfully be made from funds budgeted and appropriated for such purpose during the City's current fiscal year. Should the City fail to budget, appropriate or otherwise make available funds to fulfill its obligation under this Agreement, this Agreement shall be deemed terminated at the end of the then current term. The City agrees to provide the Service Provider with notice of non-appropriation at its earliest opportunity.

Unless otherwise specifically agreed in writing by the City, there shall be no other Funds paid to the Service Provider for the performance of the Work under this Agreement.

**5.0 Municipal Services.** In consideration of the Funds provided hereunder, the Service Provider agrees to perform the Municipal Services more particularly described on the Scope of Work attached as Exhibit "A" and incorporated herein. Specifically, the Service Provider shall supply any and all personnel necessary to provide the grounds maintenance for the specific locations identified in the Scope of Work unless otherwise directed by the Grounds Supervisor. The Grounds Supervisor may identify alternative locations requiring grounds maintenance as necessary; however, in no event shall the

overall Scope of Work be increased.

**6.0 Responsibilities of Service Provider.**

a) The Service Provider shall be responsible for driving the personnel to and from the specific locations identified in Section D of the Scope of Work. Pursuant to Paragraph 7.0, the City shall make available a van and trailer for this purpose.

b) The Service Provider shall complete daily work logs verifying all work performed utilizing the Public Works Daily Record Sheet attached as Exhibit "B" and incorporated herein. The Service Provider shall submit all daily work logs to the City on a weekly basis.

c) Except for the offenses listed below, any individual who was convicted or has been previously convicted or adjudicated delinquent for any crime where a sex act was intended, attempted or completed shall not be eligible to participate in the performance of Municipal Services in accordance with this Agreement.

i. Acts relating to prostitution;
ii. Urinating in public;
iii. Nude sunbathing or swimming;
iv. Nude or semi-nude adult entertainment;
v. Exposure of buttocks (mooning);
vi. Streaking.

**7.0 Responsibilities of City.**

**a)** The City shall provide any and all equipment necessary to perform the Municipal Services required herein, including, but not limited to maintenance equipment, and a van and trailer to be utilized for transportation to and from the work sites. The maintenance equipment, van and trailer shall be utilized solely for the performance of Municipal Services at the specific locations identified in Section D of the Scope of Work. Under no circumstances shall this Agreement authorize the entrance or performance of Municipal Services upon private property.

**b)** The City shall retain ownership of any vehicles or equipment provided for use by the Service Provider. The City shall maintain an inventory of all vehicles, tools and equipment utilized by Service Provider in the performance of Municipal Services. The maintenance equipment and trailer shall be stored at the City Public Works Department. The van shall be stored at a local mutually agreed upon by the City and Service Provider.

**8.0 Professionalism and Standard of Care.** The Service Provider shall do, perform and carry out in a professional manner all Municipal Services required to be performed by this Agreement. Service Provider shall also use the degree of care and skill in performing the Municipal Services that are ordinarily exercised under similar circumstances by reputable members of Service Provider's profession working in the same or similar locality as Service Provider.

**9.0 Submittal of Progress Reports.** At the request of the City, Service Provider shall submit to the City a written progress report as to the status of all Municipal Services set forth in this Agreement, and the monthly financial needs of the Service Provider. The report shall in a sufficient manner justify the Funds provided under this Agreement and shall demonstrate that any Funds expended were used to provide Municipal Services identified in this Agreement. If the detail is not sufficient in the City Manager's reasonable discretion to permit the City to determine the Municipal Services performed or the manner in which it is being performed, the City may seek more detail from the Service Provider.

**10.0 Warranty of Professional Services & Compliance with Law.** The Service Provider (for itself and any of its employees, contractors, volunteers, partners, and agents used to perform the Municipal Services) hereby warrants unto the City that all of its employees (and those of any of its contractors, partners, and agents used to perform the Municipal Services) have sufficient experience to properly complete the Municipal Services specified herein or as may be performed pursuant to this Agreement. In pursuit of any Municipal Services, the Service Provider shall supervise and direct the Municipal Services, using its best skill and attention and shall enforce strict discipline and good order among its employees. The Service Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority hearing in the performance of the Municipal Services.

**11.0 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 City and Service Provider is such that the Service Provider is an independent contractor and not an agent of the City. The Service Provider, its contractors, volunteers, partners, agents, and their employees are independent contractors and not employees of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City, on one hand, and the Service Provider, its contractors, volunteers, partners, employees, or agents, during or after the performance of the Work under this Agreement.

**12.0 Compliance Monitoring.** Service Provider agrees that City control and monitoring of the Funds being provided hereunder is necessary to insure that Service Provider is expending said Funds in furtherance of the public purposes declared by the City under this Agreement.

**13.0 Public Records.** In accordance with section 119.0701, Florida Statutes, Service Provider agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. Service Provider agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. Service Provider also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law. Service Provider shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Service Provider shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in

possession of the Service Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If Service Provider does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that Service Provider fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to Service Provider's failure to comply with the provisions of this Paragraph, the City shall be entitled to collect from Service Provider prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against Service Provider. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of Service Provider's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

**14.0 Audit and Inspections.** All Service Provider's records with respect to the expenditure of Funds provided under this Agreement shall be made available to the City, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Service Provider within thirty (30) days after receipt by the Service Provider. Failure of the Service Provider to comply with the above audit requirements will constitute a material breach of this Agreement and may result, at the sole discretion of the City, in the withholding of future Funds or immediate return to the City the Funds provided by this Agreement.

**15.0 Civil Rights.** The Service Provider agrees to comply with any and all federal, state and local civil rights laws, including, but not limited to Title VI of the Civil Rights Act of 1964 as amended; Title VII of Civil Rights Act of 1968 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age and Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

**16.0 Nondiscrimination.** The Service Provider will not discriminate against any students, employee, applicant for employment, clients, or service beneficiaries because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to providing Municipal Services under this Agreement. The Service Provider will take affirmative action to insure that all employment practices and assistance to clients are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Service Provider setting forth the provisions of this nondiscrimination clause.

**17.0 Representation and Warranties.** Service Provider represents and warrants that it shall use all Funds received from the City under this Agreement for the sole purpose of performing the Municipal Services provided in Paragraph 5.0 herein. In the event Service Provider fails to expend such Funds for said purpose (Wrongfully Expended Funds), Service Provider shall fully reimburse the City

the Wrongfully Expended Funds plus interest calculated at maximum rate allowable under Florida law per annum. If the City must take any legal action to collect any Wrongfully Expended Funds, the Service Provider shall be liable for all costs incurred by the City to collect such Funds including, but not limited to, reasonable attorneys fees, filing fees, and other costs.

**18.0 Severability.** Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other Paragraph or any part of any Paragraph in this Agreement.

**19.0 Dispute Resolution.** If a dispute arises from or in connection with this Agreement, the Parties shall provide written notice to the other party of the dispute. The parties shall meet within thirty (30) days of delivery of the notice to make good faith efforts to negotiate a written voluntary resolution of the matter. If informal resolution is unsuccessful, the Parties agree to submit to mediation in an effort to resolve the dispute in good faith. The Parties shall be bound by the terms and conditions as set forth in the settlement agreement that is executed by the Parties. Both Parties shall share the cost of the dispute resolution process equally although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual Parties. If the Parties are unable to resolve the dispute through mediation, the Parties reserve their rights to pursue any and all remedies available at law.

**20.0 Choice of Law; Venue.** This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The Parties agree that venue shall be exclusively in Brevard County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.

**21.0 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.

**22.0 Attorney's Fees.** Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

**23.0 Headings.** All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

**24.0 Waiver.** Any waiver by City of any breach or violation of Service Provider's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

**25.0** **Corporate Representations.** Service Provider makes the following representations to City:

a) Service Provider is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the functions, responsibilities, and obligations in this Agreement.

b) The undersigned signatory for Service Provider 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 Service Provider has been duly authorized by the board of directors and/or president of Service Provider. In support of said representation, Service Provider agrees to provide, if requested by the City, a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to, or any time after, the execution of this Agreement.

**26.0** **No Joint Venture.** No provision contained herein shall be construed as creating a joint venture between the Parties.

**27.0** **City's Right of Inspection.** The City is hereby granted the right of entry onto Service Provider's property used to perform the Municipal Services for purposes of determining Service Provider's compliance with this Agreement. Service Provider hereby agrees to fully cooperate with the City in permitting the City to conduct said inspections.

**28.0** **Notices.** Communication and details concerning this Agreement shall be directed to the following contact representatives:

| | |
|---|---|
| Attn: City Manager<br>City of Cocoa<br>65 Stone Street<br>Cocoa, Florida 32922<br>321-433-8660<br><br>with copy to<br><br>Anthony A. Garganese, City Attorney<br>Garganese, Weiss & D'Agresta, P.A.<br>P.O. Box 2873<br>Orlando, Florida 32802-2873<br>407-425-9566 | Attn: Pastor Errol Beckford<br>Alternative Behavior Services, Inc.<br>1900 Palm Bay Road N.E.<br>Suite D<br>Palm Bay, Florida 32905<br>321-638-0381 |

The foregoing addresses and representatives may be amended by any party at any time during the term of this Agreement by providing the other party written notice of said amendment.

**29.0 Time of Performance/Term.** Time is of the essence under this Agreement. Municipal Services provided by the Service Provider shall begin immediately upon execution of this Agreement. If Service Provider has failed to expend all the Funds appropriated within the Term of this Agreement, the City, at its sole discretion, may require Service Provider to immediately return to the City any and all Funds not properly expended or extend the term of this Agreement to allow Service Provider additional time to properly expend the Funds pursuant to this Agreement.

Paragraphs 13.0, 14.0, 31.0, and 36.0 shall survive the termination of this agreement.

**30.0 Termination.** Either party may terminate this Agreement for convenience with at least three (3) days written notice to the other party. If this Agreement is terminated for convenience, the Funds provided under Paragraph 4.0 shall be considered earned up to the date of termination on a pro-rated basis. Service Provider shall return the pro-rated remaining Funds to the City within seven (7) days of termination of this Agreement. In addition, the City may terminate this Agreement for cause if Service Provider materially fails to comply with any term of this Agreement or discontinues (in the sole opinion of the City) providing the Municipal Services while Funds have not been completely and properly expended or through the non-appropriation of funds. In such case where the Agreement is to be terminated for cause (other than non-appropriation of funds), the City shall provide Service Provider with at least thirty (30) days written notice to cure the default prior to termination. If default has not been cured to the satisfaction of the City, within the thirty (30) days, termination shall be effective on the thirty-first (31st) day, without further action of the City. If the City terminates this Agreement for cause, it can elect any remedy provided by law, including, but not limited to, immediately requiring repayment of any and all of the Funds provided in Paragraph 4.0 herein. In addition, the City may declare Service Provider ineligible for any further participation in any future Funds which are provided by the City for Municipal Services or other similar funds or grants provided by the City.

**31.0 Indemnification and Hold Harmless.** For all Municipal Services and Work performed pursuant to this Agreement, the Service Provider shall indemnify and hold harmless the City, its employees, attorneys and officers, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, intentional or otherwise, arising out of or resulting from Service Provider's and its employees, partners, contractors, volunteers, and agents performance of the Municipal Services and Work being performed under this Agreement; (b) Service Provider's, and its employees, partners, contractors, volunteers, and agents failure to comply with the provisions of any federal, state, or local laws, ordinance, or regulations applicable to Service Provider and its employees, partners, contractors, volunteers, and agents performance under this Agreement; (c) any fraud and misrepresentation conducted by Service Provider and its employees, partners, contractors, volunteers, and agents in obtaining the Funds provided under this Agreement; (d) Service Provider's and its employees, partners, contractors, volunteers, and agents failure to properly expend the Funds pursuant to this Agreement. Service Provider shall not indemnify City against the sole negligence, gross negligence or willful misconduct of City or its employees or agents.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the City. Nothing in this Agreement shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. The indemnification provided above shall obligate the Service Provider to defend at its own expense or to provide for such defense, at the option of the

City, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers which may result from the Municipal Services and Work performed under this Agreement whether the Municipal Services and Work are performed by the Service Provider, its employees, contractors, partners, volunteers, and agents or anyone directly or indirectly employed by the Service Provider. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

**32.0 Assignment.** This Agreement shall not be assigned by Service Provider.

**33.0 Bankruptcy.** The Service Provider hereby warrants and guarantees unto the City that it has not filed for bankruptcy or is subject to appointment of a receiver as of the Effective Date hereof. If Service Provider has filed for or files for bankruptcy, should be adjudged bankrupt, is subject to appointment of a receiver, or makes a general assignment for the benefit of creditors, the City, upon not less than three (3) days written notice to the Service Providers, without prejudice to other remedies or rights that the City may have, may terminate this Agreement and require immediate repayment of Funds not expended by Service Provider pursuant to this Agreement or Wrongfully Expended Funds.

**34.0 No City Obligation for Future Funds.** No provision in this Agreement shall be construed as requiring the City to provide additional funds for municipal services in the future, other than as specifically provided herein.

**35.0 Insurance Requirements.** During the Term of this Agreement, Service Provider shall maintain, at its own expense, the following insurance coverage:

a) *Worker's compensation insurance* in accordance with the applicable provisions of Florida law.

b) *Professional liability insurance* for all corporate officers and directors of Service Provider with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

c) *Commercial general liability insurance* with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

All policies for insurance required herein shall name City and Service Provider as the insureds as their respective interests may appear, shall be in a form and with an insurer reasonably acceptable to City, shall require at least thirty (30) days written notice to City of termination or material alteration during the Term, and shall waive, to the extent available, any right of subrogation against City. Service Provider shall provide a copy of all insurance certificates to the City prior to receiving the payment of Funds from the City. Should Service Provider fail to provide the insurance certificates or fails to obtain coverage in the aforementioned amounts, the City shall have the right to suspend the payment of the Funds until such time as Service Provider complies with the requirements of this Paragraph 35.0 or terminate this Agreement if Service Provider unreasonably delays compliance. If requested by City, Service Provider shall from time to time promptly deliver to City certified copies or other evidence of such policies, and evidence satisfactory to City that all premiums thereon have been paid and the

policies are in full force and effect. The insurance requirements set forth herein shall not relieve or limit the liability of the Service Provider. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Service Provider's interest or liabilities, but are merely minimums.

**36.0** **Sovereign Immunity**. Notwithstanding any other provision set forth in this Agreement, nothing contained in 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. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than 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 the sum of three hundred thousand dollars ($300,000.00). This Paragraph shall survive termination of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF,** this Agreement is entered into as of the day and year referenced above.

**WITNESS:**

_____
Print Name: _____

_____
Print Name: _____

**ALTERNATIVE BEHAVIOR SERVICES, INC.**

_____
By: Errol Beckford, President

Date:

**ATTEST:**

_____
Carie Shealy, City Clerk

**CITY OF COCOA:**

_____
By: John Titkanich, City Manager

Date:

# City of Cocoa Compliance
# NPDES Permit FLR04E032

## Inmates Trash Material Removal Form

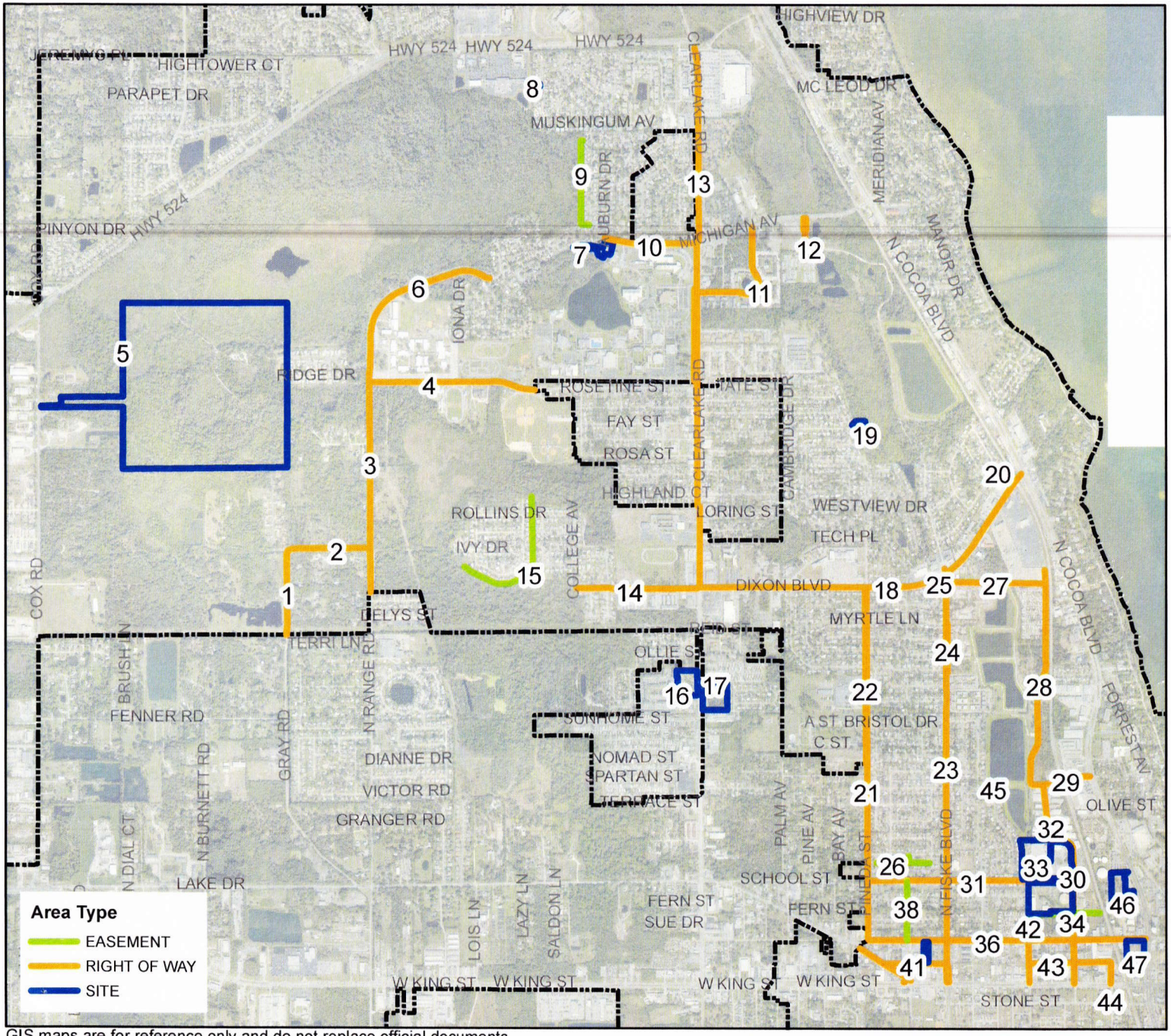
| Date | Location | Type | Quantity | Unit | Disposal Location |
|---|---|---|---|---|---|
| | | Wood - Paper - Plastic - Furniture Construction Debris - Tires | | | Public Works |
| | | Wood - Paper - Plastic - Furniture Construction Debris - Tires | | | Public Works |
| | | Wood - Paper - Plastic - Furniture Construction Debris - Tires | | | Public Works |
| | | Wood - Paper - Plastic - Furniture Construction Debris - Tires | | | Public Works |
| | | Wood - Paper - Plastic - Furniture Construction Debris - Tires | | | Public Works |
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| | | Wood - Paper - Plastic - Furniture Construction Debris - Tires | | | Public Works |
| | | Wood - Paper - Plastic - Furniture Construction Debris - Tires | | | Public Works |

ATTACHMENT 1 TO SCOPE OF WORK

ATTACHMENT 2 TO SCOPE OF WORK

# *City of Cocoa, Florida*

# *Grounds Maintenance Locations Map*




**Area Type**

- EASEMENT
- RIGHT OF WAY
- SITE

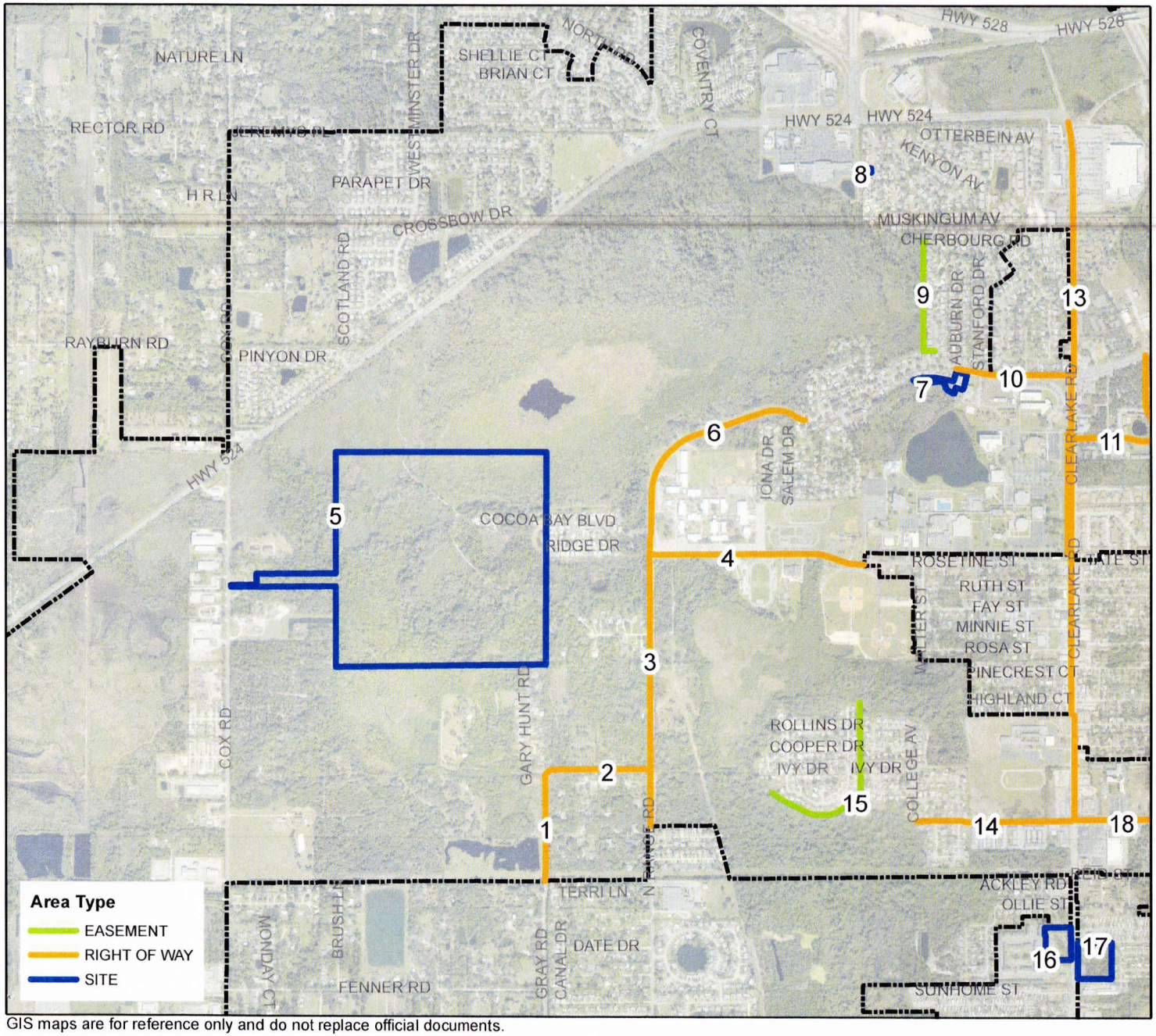
| Number | Location |
|---|---|
| 1 | ROW - Gray Road from city limits on south side, north to Hooper Road |
| 2 | ROW - Hooper Road from Range Road to Gray Road |
| 3 | ROW - Range Road from city limits on south side, north to Hooper Road |
| 4 | ROW - Rosetine Street from Range Road to city limits |
| 5 | SITE - Cocoa Conservation area between Range Road and Cocoa Bay Blvd |
| 6 | ROW - Michigan Curve from Range Road around the north side to where house begin |
| 7 | SITE - Fire Station 3, including the field with the lift station behind the station |
| 8 | SITE - Otterbein Park a the west end of Otterbein Avenue |
| 9 | EASEMENT - Tulane Drive west side behind houses from Cherbourg Drive to Michigan Avenue |
| 10 | ROW - Michigan Avenue from Clearlake Road to Fire Station 3 |
| 11 | ROW - University Lane from Clearlake Road to Michigan Avenue |
| 12 | ROW - Cocoa Lakes Drive from Michigan Avenue to Golden Avenue |
| 13 | ROW - Clearlake Blvd from SR524 to Dixon Blvd to curve, including wider section south of University Lane |
| 14 | ROW - Dixon Blvd West from Clearlake Road to College Avenue |
| 15 | EASEMENT - South of Stetson Drive South and east of Stetson Drive East, accessed from Ivy Drive |
| 16 | SITE - Pinecrest Cemetery on Clearlake Road west side, south of Ollie Street |
| 17 | SITE - Evergreen Cemetery on Clearlake Road east side, at Broadcast Court |
| 18 | ROW - Dixon Blvd from US1 to Clearlake Road |
| 19 | SITE - Pond at Duke Way and Pineda Street, Gate combination is 3570 |
| 20 | SITE - Field at SE end of Donna Avenue at Kensington Avenue |
| 21 | ROW - Pineda Street east side from Peachtree Street to Dixon Blvd |
| 22 | ROW - Pineda Street west side from just north of Hendry Avenue to Dixon Blvd |
| 23 | ROW - N Fiske Blvd from SR520 to just past Dixon Blvd |
| 24 | ROW - N Fiske Blvd east side, wider section between 1010 N Fiske and 1050 N Fiske |
| 25 | SITE - Helow Park at SW corner on Fiske Blvd and Dixon Blvd |
| 26 | EASEMENT - Between Broadmoor Drive and Mitchell Street, accessed from open field on Mitchell |
| 27 | ROW - Crestview Road from Plaza Parkway to Fiske Blvd |
| 28 | ROW - Plaza Parkway from West Highland Drive to Byrd Plaza |
| 29 | ROW - West Highland Drive from US1 to Plaza Parkway |
| 30 | ROW - Wilson Street / Shearer Blvd from SR520 to West Highland Drive |
| 31 | ROW - School Street from Wilson Avenue to Pineda Street |
| 32 | SITE - Utilities Administration, 351 Shearer Blvd |
| 33 | SITE - Fleet, 301 Shearer Blvd |
| 34 | SITE - Public Works, 155 N Wilson Avenue |
| 35 | EASEMENT - Main Street on south side of Public Works to railroad tracks |
| 36 | ROW - Peachtree Street from US1 to Pineda Street |
| 37 | SITE - 1043 Peachtree Street |
| 38 | EASEMENT - Varr Avenue from Peachtree Street to School Street |
| 39 | ROW - Lake Drive from SR520 to Police Department entrance |
| 40 | ROW - Two triangle areas north of SR520 at Lake Drive |
| 41 | ROW - Ohio Street from Lake Drive to Fiske Blvd |
| 42 | ROW - Blake Avenue from SR520 to Peachtree Street |
| 43 | ROW - St Johns Street from Blake Avenue to Washington Street |
| 44 | ROW - Washington Street from St Johns to SR520 |
| 45 | SITE - Field at West Highland Drive west end at Churchill Drive |
| 46 | SITE - Hilltop Cemetery between US1 and Taft Avenue, accessed from Taft |
| 47 | SITE - Cocoa Cemetery at SW corner of US1 and Peachtree Street |

GIS maps are for reference only and do not replace official documents.

City of Cocoa GIS - November 2015

ATTACHMENT 2 TO SCOPE OF WORK

# *City of Cocoa, Florida*
# *Grounds Maintenance Locations Map*



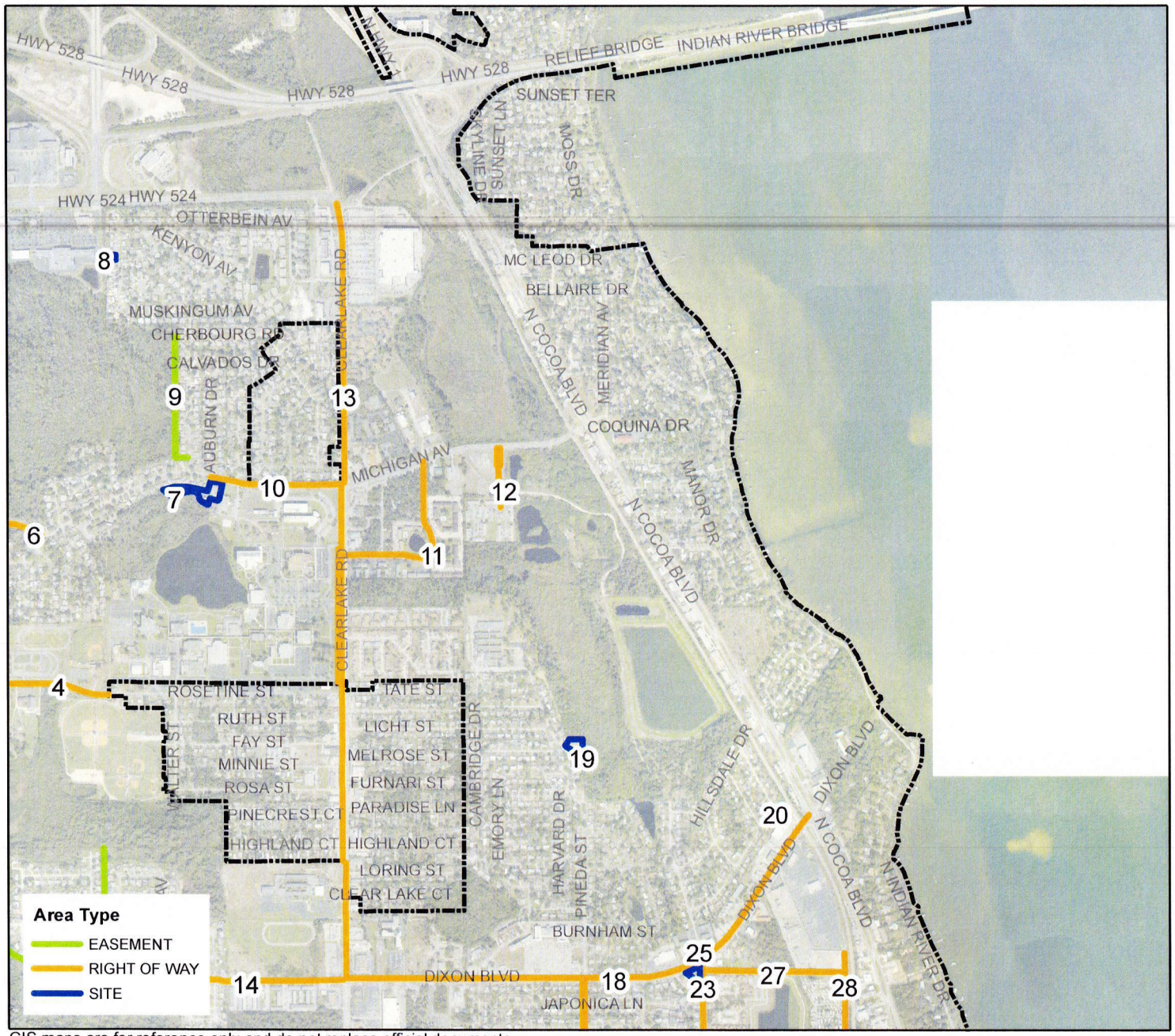

| Number | Location |
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City of Cocoa GIS - November 2015

ATTACHMENT 2 TO SCOPE OF WORK

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# *Grounds Maintenance Locations Map*



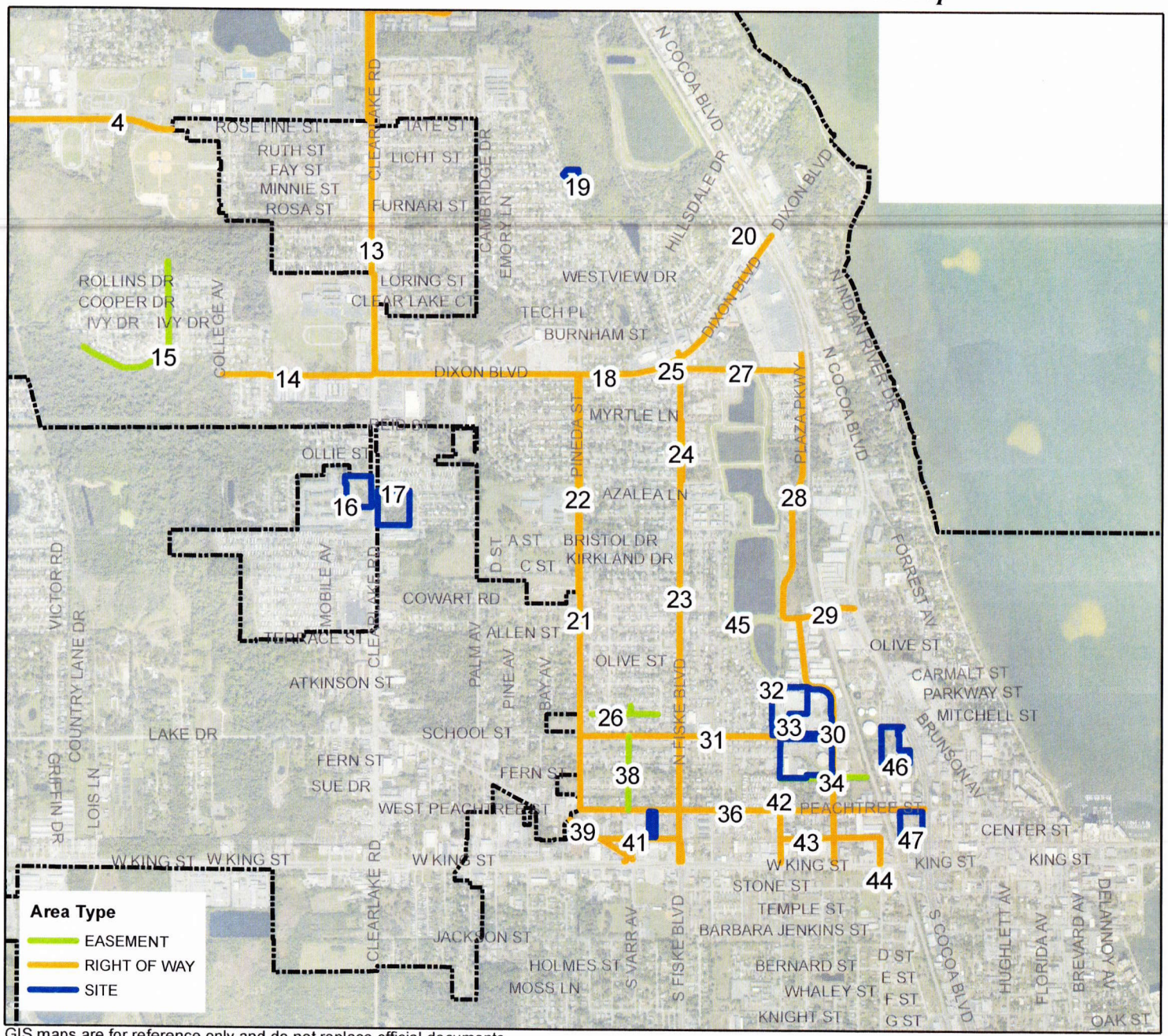

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City of Cocoa GIS - November 2015

ATTACHMENT 2 TO SCOPE OF WORK

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# *Grounds Maintenance Locations Map*



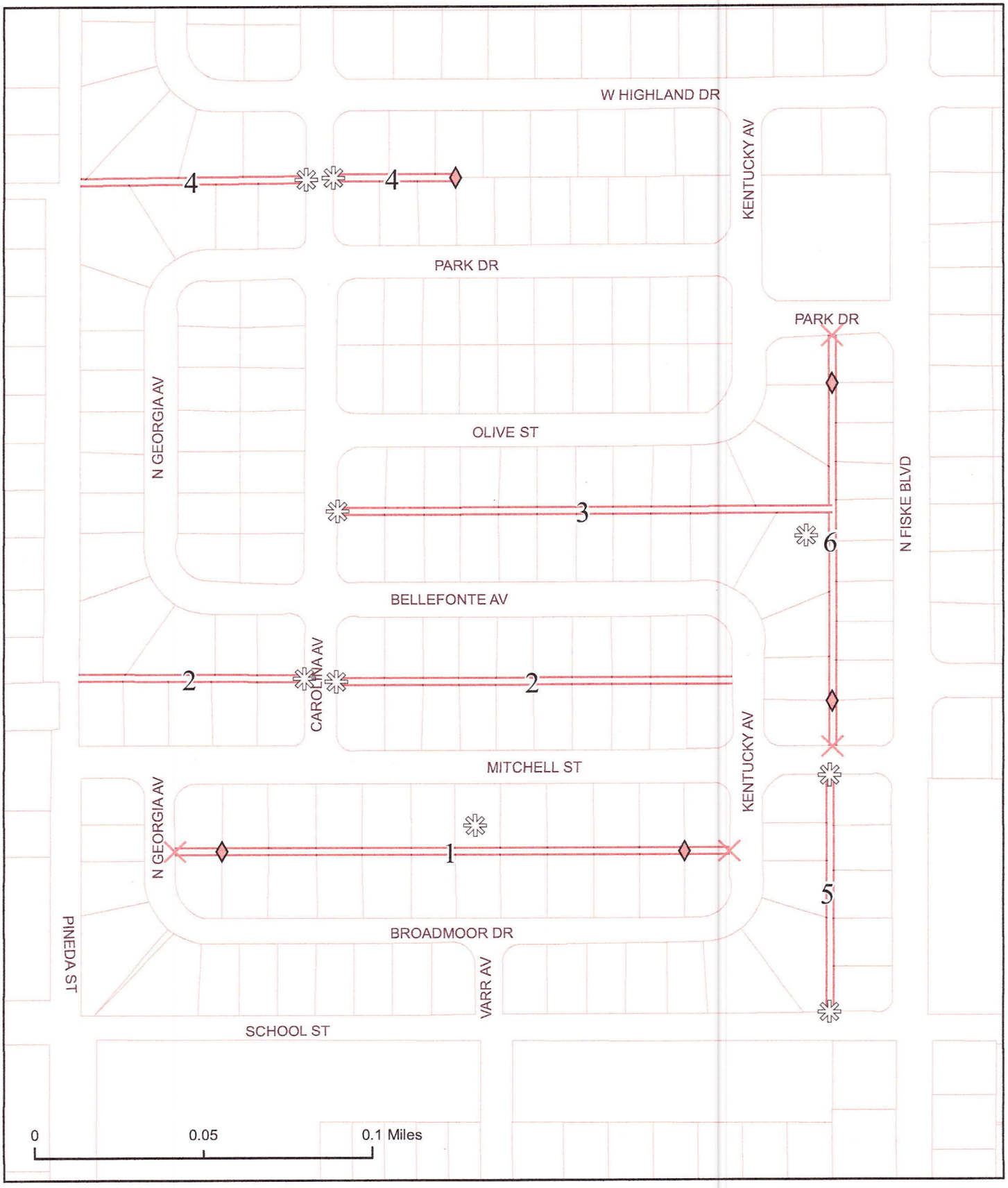

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City of Cocoa GIS - November 2015

ATTACHMENT 2 TO SCOPE OF WORK

# Broadmoor Easements Map




**Map Symbols**

Easement | No Access | Fence Location | Access Location

**EXHIBIT "A"**
**SCOPE OF WORK**

## A. GENERAL OBLIGATIONS

1. The SERVICE PROVIDER shall supply all personnel necessary to provide grounds maintenance service for the specific work site locations delineated in Section D herein, as further identified on the Grounds Maintenance Locations Maps attached hereto and incorporated herein (Attachment 1). This shall include slope mowing, and maintenance of storm water pond embankments and ditch embankments.

2. The SERVICE PROVIDER shall mow and blow grass clippings back into the green scape from the roadways. Trash and excess green waste will be collected and hauled away from the work site by the SERVICE PROVIDER on the same day of collection. Trash can be disposed of at the City Public Works Department located at 155 N. Wilson Ave, Cocoa, Florida. Green Waste can be dropped off at our recycling yard off of Plaza Parkway. The SERVICE PROVIDER is required to use the City's NPDES form attached hereto and incorporated herein (Attachment 2) for tracking the amount of and locations of trash picked up.

3. The SERVICE PROVIDER shall be responsible for the pickup, removal and disposal from the Rights of Way any obstacle such as wood, tires, cans, etc., that the mowing equipment cannot traverse. It shall also be the SERVICE PROVIDER'S responsibility to remove any large items such as bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped, or scattered by the mower and result in an objectionable appearance.

4. The SERVICE PROVIDER shall maintain around any fences, fence lines, and guardrails as appropriate to each specific location.

5. The SERVICE PROVIDER shall be responsible for any damage to the irrigation systems located within the City owned rights of way.

6. The SERVICE PROVIDER shall service each work site according to the frequency noted for each area.

7. The SERVICE PROVIDER shall repair all items damaged, as a result of the SERVICE PROVIDER or his subcontractor's operations, such as sidewalks, seating, bleachers, curbs, pipes, drains, water mains, pavement, item(s) of landscaping, turf, irrigation etc. shall be either repaired or replaced by the SERVICE PROVIDER, at his expense, in a manner prescribed by the City's representative, prior to any payment for the area or cycle.

8. The SERVICE PROVIDER shall follow DOT Maintenance of Traffic Specifications. Traffic shall be maintained in accordance with the Florida Department of Transportation Roadway Traffic Design Standards, 2014 Edition, and applicable revisions.

9. The foregoing requirements are to be considered as a minimum and the SERVICE PROVIDER'S compliance shall in no way relieve the SERVICE PROVIDER of final responsibility for providing adequate traffic control devices for the protection of the public and SERVICE PROVIDER'S employees and volunteers throughout the work area.

10. Grassed areas that are normally mowed which are saturated to the point where, in the opinion of the Project Manager, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exist. These areas shall be mowed at subsequent times as determined by the City Parks and Grounds Supervisor.

11. Per the City of Cocoa Code of Ordinances, no work is permitted prior to 8 a.m. no later than 7 p.m. No work shall take place on Sundays. Also, work shall not be performed on Florida Department of Transportation's roadways during State of Florida Recognized Holidays.

12. The SERVICE PROVIDER shall be responsible for cleanup following a major storm event in a timely fashion. Cleanup shall include ensuring that all specific work site locations outlined in Section D below are free from debris, clean and presentable.

## B. QUALITY OF WORK

All grass and vegetation shall be cut down to a height of three and one-half (3.5) inches, unless otherwise directed by the Parks and Grounds Supervisor, with no streaks or scalping of the areas mowed. Mowing areas of different widths shall be connected with smooth flowing transitions. The use of hand tools, such as string trimmers, when used shall comply with the 3.5 inch minimum height requirement. Sidewalks and other areas are to be edged with an edger. Left over grass clippings shall be blown or swept back into the green scape. Completed areas will be reviewed for quality and acceptance by the Project Manager. Areas determined to be unsatisfactory by the Project Manager shall be re-mowed at no additional cost to the City of Cocoa. Areas requiring re-mowing shall be completed with the cutting cycle time.

## C. SAFETY REQUIREMENTS

1. SERVICE PROVIDER shall display a minimum of four (4) safety signs, 4'x4' ribbed signs, orange with black lettering. Reading "MOWERS AHEAD".
2. SERVICE PROVIDER shall use DOT Class 2 approved safety vest when mowing.
3. SERVICE PROVIDER shall follow DOT control of traffic specifications.
4. SERVICE PROVIDER shall use flashing beacons on the mower(s) and vehicle(s).
5. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, volunteers, resident project representatives (and assistants) while performing Services provided hereunder.
6. SERVICE PROVIDER shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Municipal Services under this Agreement.

## D. SITE LOCATION & MOWING FREQUENCY

The following areas shall be mowed on or around the same two-week window:

Between Michigan and S.R. 524, Range Road, King Street (520) and Cocoa Boulevard (U.S. 1)

Twice a month: March through October
Once a month: November through February

1. ROW – Gray Road from City Limits on south side north to Hooper Road
2. ROW – Hooper Road from Range Road to Gray Road
3. ROW – Range Road from City Limits on South side north to Michigan curve
4. ROW – Rosetine Street – selected portions
5. Cocoa Conservation Area off of Range Road and Cocoa Bay Blvd
6. ROW – Michigan Curve from Range Road around the north side to when the houses start
7. Fire Station #3 including the field with a lift station behind the Fire Station
8. Otterbein Park at the end of Otterbein Avenue
9. EASEMENT - Tulane from Cherbourg to Michigan
10. ROW – Michigan Avenue from Clearlake Road to Fire Station #3
11. ROW – University Lane from Clearlake Road to Michigan Avenue
12. ROW – Cocoa Lakes Boulevard from Michigan Avenue to Golden Avenue

13. ROW - Clearlake Blvd – from S. R. 524 to Dixon Boulevard to curve including wider section south of University Lane
14. ROW - Dixon West - Clearlake Blvd to END
15. EASEMENT - Stetson accessed by Ivy Drive
16. Pinecrest Cemetery located across from Evergreen Cemetery and south of Ollie Street
17. Evergreen Cemetery located just north of Broadcast Court
18. ROW - Dixon Blvd - U.S. 1 to Clearlake
19. POND - Duke Way and Pineda Street – Combination is 3570
20. ROW – Field at the end of Donna Avenue south of Kensington Avenue
21. ROW - Pineda Street – East side from Peachtree Street to Dixon Blvd
22. ROW – Pineda Street – West side from just north of Hendry Avenue to Dixon Blvd
23. ROW - North Fiske Blvd – S.R. 520 to just past Dixon Blvd
24. ROW – North Fiske Blvd – wider section between 1010 N. Fiske and 1050 N. Fiske
25. Helow Park (Fiske & Dixon)
26. EASEMENT - Broadmoor – See Attachment
27. ROW – Crestview Road from Plaza Parkway to Fiske Blvd
28. ROW - Plaza Parkway – From West Highland Drive to Byrd Plaza
29. ROW – West Highland from US 1 to Plaza Pkwy
30. ROW - Wilson Street / Shearer Blvd from S.R. 520 to West Highland Drive
31. ROW - School Street from Wilson Avenue to Pineda Street
32. Utilities Administration – 351 Shearer Blvd
33. Fleet – 301 Shearer Blvd
34. Public Works – 155 N. Wilson Ave
35. EASEMENT - Main Street (behind Public Works to RR tracks)
36. ROW - Peachtree Street – from U.S. 1 to Pineda Street
37. 1043 Peachtree Street
38. EASEMENT - Varr from Peachtree Street to School Street
39. ROW - Lake Drive from S.R. 520 to the Police Department Entrance
40. ROW – Two Triangles north of S.R. 520 at Lake Drive
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43. ROW – St. Johns Street from Blake Avenue to Washington Street
44. ROW – Washington Street from St. Johns to S.R. 520
45. EASEMENT – W. Highland Drive at Churchill Drive
46. Hill Top Cemetery
47. Cocoa Cemetery

Generally the right of way is identified as the property located between the power poles perpendicular to the roadway (i.e., from one set of power poles across any sidewalks and the roadway to the power poles on the opposite side of the roadway. In the absence of a power pole, look for other indicators like a sidewalk or a fence. If there are no other indicators just mow two widths of the zero turn mowers starting from the edge of the roadway (typically 100 inches).

EXHIBIT "B"

# PUBLIC WORKS DAILY RECORD SHEET

Name _____

Dept. _____

Date: _____

Crew: _____

Trucks: _____ Equipment Used: _____

| | | |
|---|---|---|
| Job____ Date_____<br>Location_____ Hrs.____ | Job____ Date_____<br>Location_____ Hrs.____ | Job____ Date_____<br>Location_____ Hrs.__ |
| Job____ Date_____<br>Location_____ Hrs.___ | Job____ Date_____<br>Location_____ Hrs.___ | Job____ Date_____<br>Location_____ Hrs.__ |
| Job____ Date_____<br>Location_____ Hrs.__ | Job____ Date_____<br>Location_____ Hrs.__ | Job____ Date_____<br>Location_____ Hrs.__ |

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 15-456 | **Version:** | 2 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Multi-Year Contract |
| **File created:** | 9/12/2015 | | | **In control:** | City Council |
| **On agenda:** | 1/26/2016 | | | **Final action:** | |
| **Title:** | Approve the Resolution waiving the competitive bidding process by reason of sole source for New World Systems, approve the multi-year Premier Software Maintenance Agreement, and authorize the City Manager to approve and sign the license agreement. (Assistant City Manager) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Original Contract<br>Maintenance Agreement<br>Enterprise CAD Upgrade<br>Tyler - NWS Signature Addendum<br>Sole Source Resolution.pdf<br>SS-1103-New World (1-12-2016).pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: January 9, 2016
Agenda Date: January 25, 2016
Prepared By: Robert Steele, Information Technology Manager
Through: Matthew Fuhrer, Assistant City Manager
Requested Action:
Approve the Resolution waiving the competitive bidding process by reason of sole source for New World Systems, approve the multi-year Premier Software Maintenance Agreement, and authorize the City Manager to approve and sign the license agreement.

## BACKGROUND:

The Aegis Public Safety software suite was purchased from New World Systems in 2010 to provide Computer Aided Dispatch and Records Management. City Council approved the original agreement on June 22, 2010, including a five (5) year maintenance agreement that expired on September 30, 2015. In FY 2015 the annual maintenance costs were $92,070. The City of Cocoa has been working with New World for the past several months to draft a renewal agreement that includes implementation of the Enterprise Computer Aided Dispatch (CAD) upgrade. This upgrade includes several next generation features such as enhanced 911, advanced GIS integration, and integrated data sharing with several other agencies through Brevard County.

## STRATEGIC PLAN CONNECTION:

The Aegis Public Safety software suite is an essential tool used by Cocoa Police and Fire Departments. Renewing the annual maintenance agreement will ensure public safety operations continue to perform at the high level of stability and accuracy required.

## BUDGETARY IMPACT:

| | |
|---|---|
| Budgeted | Yes |
| Amount Requested | $90,659 |
| Account Number | 001-1103-516-52-00 |
| Account Name | Operating (Information Technology) |
| Source of Funds: | Revenues |

FUTURE FISCAL YEAR IMPACTS:

| | | |
|---|---|---|
| FY 2017 | Amount Required: | $90,659 (Acct. 001-1103-516-52-00) Operating |
| | | $76,000 (Acct. 001-1103-516-52-00) Software Lics |
| | | $20,000 (Acct. 001-1103-516-34-00) Contract Servs |
| FY 2018 | Amount Required: | $90,659 (Acct. 001-1103-516-52-00) Operating |
| FY 2019 | Amount Required: | $90,659 (Acct. 001-1103-516-52-00) Operating |
| FY 2020 | Amount Required: | $90,659 (Acct. 001-1103-516-52-00) Operating |

## PREVIOUS ACTION:

City Council approved the original agreement on June 22, 2010, including a five (5) year maintenance agreement that expires on September 30, 2015.

## RECOMMENDED MOTION:

Approve the Resolution waiving the competitive bidding process by reason of sole source for New World Systems, approve the multi-year Premier Software Maintenance Agreement, and authorize the City Manager to approve and sign the license agreement.

New World Systems®
The Public Sector Software Company

June 17, 2010

**ADDITIONAL SOFTWARE LICENSE AGREEMENT**

Mr. Ric Holt, City Manager
City of Cocoa
603 Brevard Avenue
Cocoa, FL 32922

Dear Mr. Holt:

New World Systems is pleased to license you additional software per your request.

The attached forms (Exhibits AA, A, B, C, F, G and Appendix 1) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement (Logos Agreement), dated May 27, 2010, are incorporated and will apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

**ACKNOWLEDGED AND AGREED TO BY:**

**NEW WORLD SYSTEMS® CORPORATION**
**(New World)**

**By:** Larry D. Leinweber
**Larry D. Leinweber, President**

**Date:** 06-28-10

**CITY OF COCOA, FLORIDA**
**(Customer)**

**By:** John Titkanich Jr. ACTING CITY MANAGER
**Authorized Signature** **Title**

**By:** _____
**Authorized Signature** **Title**

**Date:** June 24, 2010

**Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.**

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

***PRICING ASSUMES CONTRACT EXECUTION BY JUNE 25, 2010.***

**EXHIBIT AA**
**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**

**I. Total cost Summary: Licensed Standard Software, Implementation Services and Third Party Products**

| | DESCRIPTION OF COST | | COST |
|---|---|---|---|
| A. | LICENSED STANDARD SOFTWARE as further detailed in Exhibit A | | $366,500 |
| | 1. Licensed Standard Software | $703,175 | |
| | 2. Less Joint Aegis and Logos Purchase Discount | (267,207) | |
| | 3. Less Joint Aegis and Logos Purchase Discount before 6/25/10 | (69,469) | |
| B. | IMPLEMENTATION AND THIRD PARTY PRODUCTS AND SERVICES | | 324,500 |
| | 1. PROJECT MANAGEMENT as further described in Exhibit B | | |
| | 2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B | | |
| | 3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B | | |
| | 4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B | | |
| | 5. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1 | | |
| | 6. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F | | |
| | **ONE TIME PROJECT COST:** | | **$691,000** |
| C. | TRAVEL EXPENSES (Estimate) – billed as incurred | | $33,000 |
| D. | STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C. | | |

***PRICING ASSUMES CONTRACT EXECUTION BY JUNE 25, 2010.***

**Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE**

II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products

| | DESCRIPTION OF PAYMENT | | PAYMENT |
|---|---|---|---|
| A. | LICENSED STANDARD SOFTWARE as further detailed in Exhibit A | | $366,500 |
| | 1. Amount invoiced upon Effective Date (50%) | $183,250 | |
| | 2. Amount invoiced upon delivery of each Licensed Standard Software (50%) | 183,250 | |
| B. | IMPLEMENTATION AND THIRD PARTY PRODUCTS AND SERVICES | | 324,500 |
| | 1. Amount invoiced upon the Effective Date | $73,013 | |
| | 2. Amount invoiced 90 days after the Effective Date | 73,013 | |
| | 3. Amount invoiced 180 days after the Effective Date | 73,012 | |
| | 4. Amount invoiced 270 days after the Effective Date | 73,012 | |
| | 5. Amount invoiced 365 days after the Effective Date | 32,450 | |
| | **ONE TIME PAYMENTS:** | | **$691,000** |
| C. | TRAVEL EXPENSES (Estimate)<br>(These expenses are billed as incurred) | | $33,000* |

1. 22 trips are anticipated.
2. Travel Time for the estimated 22 trips is not included in this estimate and will be billed as incurred.

*Estimate

D. STANDARD SOFTWARE MAINTENANCE SERVICES – as further detailed in Exhibit C

**ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.**

**EXHIBIT A**
**LICENSED STANDARD SOFTWARE AND FEES**

**1. License Fee for Licensed Standard Software And Documentation Selected By Customer**:

| Application Package[1,2,3,4] | Cost |
|---|---|
| **CAD** | **(Workstations included in CAD Base - 6)** |

**1. Aegis/MSP Combined LE/Fire/EMS CAD**
- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hydrant Inventory
- Access to Aegis/MSP LE Records
- Access to Aegis/MSP Fire Records
- Note Pads
- Rip-N-Run Remote Printing
- Run Cards
- Tone Alerts

**2. Additional Aegis/MSP Software for Computer Aided Dispatch [5]**
- CAD Mapping
- CAD Auto Routing
- Data Analysis/Crime Management/Management Reporting
- Service Vehicle Rotation (Wrecker, Ambulance)
- CAD AVL

**3. Aegis/MSP Third Party CAD Interface Software [5]**
- CAD Pager Interface
- E-911 Interface [6]
- On-Line CAD Interface to State/NCIC[7]
- Encoder Interface

**(Workstations included in LE Records Base - 12)**

**LAW ENFORCEMENT RECORDS**

4. **Aegis/MSP Single Jurisdiction Base Law Enforcement Records**
   - Accidents
   - Arrest
   - Business Registry
   - Case Processing
   - Computer Aided Investigations
   - Federal Reports (UCR/IBR)
   - GIS/Geo-File Verification
   - Impounded Vehicles
   - Incident Tracking
   - Jacket Processing
   - Personnel/Education
   - Property
   - Traffic Tickets and Citations
   - Wants and Warrants

5. **Aegis/MSP Federal and State Compliance Reporting for LE Records**
   - Federal UCR/IBR[8]
   - State Accidents[9]

6. **Additional Aegis/MSP Software for Law Enforcement Records**
   - Activity Reporting and Scheduling
   - Alarm Tracking and Billing
   - Bookings
   - Case Management
   - Data Analysis/Crime Mapping/Management Reporting
   - Field Investigations
   - Gang Tracking
   - Property Room Bar Coding[5]
   - Equipment Tracking
   - Narcotics Management
   - Demographic Profiling Reporting

**7. Aegis/MSP Third Party LE Records Interface Software** [5]

- Livescan Interface
- Ticket Writer Interface
- Citizen Reporting Interface
- Aegis/MSP State/NCIC Interface[7]

*Includes 12 - 15 screens*

On-Line Modules - Includes 4 state inquiry screens[7]

- On-Line Global Subjects Interface to State/NCIC
- On-Line Property Checks Interface to State/NCIC
- On-Line Orders of Protection Interface to State/NCIC

**8. Aegis/MSP Imaging Software**

- Public Safety Lineups/Mug Shots [10]
- Digital Imaging/Electronic Signature Capture

**(Workstations included in Fire Records Base - 6)**

**FIRE RECORDS**

**9. Aegis/MSP Fire Records Software Base Package**

- Activity Reporting and Scheduling
- Investigations
- Business Registry
- Hazardous Materials
- GIS/Geo-File Verification
- Hydrant Inventory and Inspections
- Incident Tracking
- Inspection Tracking
- Personnel/Education
- Pre-plans
- Station Activity Log
- BLS/ALS

**10. Federal Compliance Reporting for Fire Records**

- NFIRS 5.0 Electronic Reporting

**11. Additional Aegis/MSP Software for Fire Records**

- Equipment Tracking and Maintenance
- Data Analysis/Management Reporting

**AEGIS LINK SOFTWARE**

**12. Web Consolidated Search**

- Web Query
- Data Connector to each additional Non-NWS Database (Tiburon RMS)

**13. Web Applications**

- Web CAD Monitor

**14. Data Exchange**

- Data Sharing Export[11]

**MOBILE SOFTWARE**

**MOBILE SOFTWARE ON THE RS/6000** [12]

**15. Base Message Switch to State/NCIC (51-100 units)**

- Base Message Switch for MDT/MCT
- State/NCIC Interface

**16. Additional Aegis® Software for RS/6000 Message Switch**

- New World CAD Interface for Aegis MSP (51-100 units)
- Mobile Upload Software (51-100 units)
- AVL Interface (51 to 100 units) [13]

**MOBILE SOFTWARE ON THE MSP Server**

**17. Aegis® Mobile Integration Software**

- MDT/MCT Base CAD/RMS Interface (51-100 units)
- AVL CAD Interface (51 to 100 units) [13]

**MOBILE MANAGEMENT SERVER**

**18. Aegis/MSP Mobile Management Server Software (51-100 units)**

- Base CAD/NCIC/Messaging
- Field Reporting
- Field Reporting Data Merge

**CLIENT SOFTWARE**

**19. Aegis® Law Enforcement Mobile Unit Software (80 Units)**

**Mobile Messaging**

LE State/NCIC via Switch [7]

LE CAD via Switch

Mugshot Image Download

New World AVL

In-Car Mapping

In-Car Routing

**Field-Based Reporting (80 Units)**

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

MCT Ticket Writer Interface

**20. In-Station -Based Reporting (43 Units)**

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:
- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Field Investigation Field Reporting (1 Form)

MCT Ticket Writer Interface

**21. Aegis® Fire Mobile Unit Software (10 Units)**

Fire CAD via Switch

In-Car Mapping

In-Car Routing

New World AVL

| | |
|---|---|
| **NEW WORLD STANDARD SOFTWARE LICENSE FEE** | **$703,175** |
| **LESS JOINT AEGIS AND LOGOS PURCHASE DISCOUNT** | **(267,207)** |
| **LESS JOINT AEGIS AND LOGOS PURCHASE DISCOUNT BEFORE JUNE 25, 2010** | **(69,469)** |
| **TOTAL SOFTWARE LICENSE FEE [14,15]** | **$366,500** |

ENDNOTES

[1] *Personal Computers must meet the minimum hardware requirements for New World Systems' MSP product. Microsoft Windows XP or later is required for all client machines. Windows 2003/2008Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*

[2] *New World Systems' MSP product requires Microsoft Windows 2003/2008 Server and SQL Server 2005/2008 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*

[3] *New World Systems' MSP product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*

[4] *New World recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, New World will provide further consultation for this environment.*

[5] *Does not include any required 3rd party hardware or software unless specified in Section B of this proposal. Customer is responsible for any 3rd party support.*

[6] *Requires Lantronix USC 1100 included in Section B of this proposal.*

[7] *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.*

[8] *Federal UCR/IBR includes edits, reports and electronic submission.*

[9] *State Accidents includes logic, reports and electronic submission.*

[10] *Camera must meet product specifications and be procured through New World.*

[11] *Supports export of data using standard New World schema; use of non-New World schema requires additional custom hours.*

[12] *Currently supporting Motorola, Data Radio (DMP & IP), CDPD, EDACS, CDMA, GPRS, 802.11 and Electrocom Mobile Communication solutions only.*

[13] *Requires 3rd party GPS hardware.*

[14] *Prices assume that all software is licensed.*

[15] *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

**EXHIBIT B**
**PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES**

## 1. Project Management Services

**New World** shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

a) a summary level Implementation Plan;
b) a detail level Implementation Plan;
c) revised Implementation Plans (if required);
d) monthly project status reports; and
e) project status meetings
- a project review (kickoff) meeting at **Customer's** location
- progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
- a project close-out meeting at **Customer's** location to conclude the project.

f) **New World** consultation with other vendors or third parties.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 10 months after the Effective Date.

## 2. Pre-Configured Aegis Licensed Standard Software:

This **Agreement** is based on installing pre-configured Licensed Standard Software from Exhibit A with a standard implementation plan for your project. This approach will streamline and simplify implementation of these complex applications with the overall objectives of a more efficient and economical project.

Based on **New World's** experience with other Customers of similar size and staffing resources such as yours, the Licensed Standard Software will be installed with portions of the Licensed Standard Software implementation procedures pre-configured, to include certain:

- Pre-loaded tables
- Pre-loaded files
- Standardized optional set-up decisions

Early in your implementation plan, the **New World** Project Manager will review the pre-configured software components and project plan with your management team. At that time, you may elect to continue with the pre-configured approach or switch to a standard implementation approach. If a switch is made to a standard implementation approach, the cost of implementation will increase.

## 3. Implementation and Training Support Hours Recommended

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, up to **650** hours of **New World** implementation and training support services have been allocated for this project. **Customer** and **New World** agree that mutual written approval is required prior to the authorization of additional service hours beyond the 650 hours stated above. Additional hours will be billed at the Hourly Rate as defined in this **Agreement**. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than five (5) days before the scheduled start date to cover **New World's** out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

a) implementation of each package of Licensed Standard Software;
b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software; and
c) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff.

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

## 4. Interface Installation Service

**New World** shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

a) Operating System Assurance
b) CAD Pager Interface
c) 911 Interface
d) On-Line CAD Interface to State/NCIC
e) Encoder Interface
f) Ticket Writer Interface
g) Citizen Reporting Interface
h) State/NCIC
i) On-Line Global Subjects Interface to State/NCIC
j) On-Line Property Checks Interface to State/NCIC
k) On-Line Orders of Protection Interface to State/NCIC
l) New World Mug Shots/Imaging
m) Web Query
n) Data Connector to each additional Non-New World Database (Tiburon)
o) Data Sharing Export
p) Livescan Interface
q) Web CAD Monitor
r) Geo-File Implementation

**New World's** GIS implementation services are to assist and train **Customer** in preparing their GIS mapping data for use with the Licensed Standard Software. **Customer** must provide an accurate GIS street centerline layer in an industry standard file format (ESRI Shape Files). **Customer** is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. **New World** will assist **Customer** to create and/or import map layers representing the Police/EMS/Fire boundaries. **New World** is not responsible for GIS data corrections, cleansing or accuracy.

## 5. Hardware Quality Assurance Service

**New World** shall provide Hardware Systems Assurance of **Customer's** Aegis/MSP server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

a) Hardware Quality Assurance Services (Standard Environment):

Hardware Systems Assurance and Software Installation::

- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of **New World** Application Servers
- Install Operating System and Apply Updates
- Install SQL Server and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Install Anti-Virus Software and Configure Exclusions
- Install Automated Backup Software and Configure Backup Routines
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

## 6. Additional Services Available

Other **New World** services may be required or requested for the following:

a) additional software training;
b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
c) **New World** consultation with other vendors or third parties;
d) modifying the Licensed Standard Software;
e) designing and programming Licensed Custom Software; and
f) maintaining modified Licensed Standard Software and/or custom software.

**Customer** may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Hourly Rate).

**EXHIBIT C**
**STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)**

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer** sets forth the standard software maintenance support services provided by **New World**.

## 1. SSMA Period

This SSMA shall remain in effect for a term of five (5) years (the SSMA term) beginning on the delivery of Licensed Standard Software ("Start Date") and ending on September 30, 2015. **New World** shall provide **Customer** no-charge SSMA for a period from the Start Date to September 30, 2011.

## 2. Services Included

**New World** shall provide the following services during the SSMA term.

a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);

b) temporary fixes to Licensed Standard Software (see paragraph 6 below);

c) revisions to Licensed Documentation;

d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and

e) invitation to and participation in user group meetings.

f) Emergency 24-hour per day telephone support, for *Aegis* CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the *Aegis* CAD phone support will be provided via pager and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.

g) Includes integration of the embedded software that is a component of the Exhibit A Licensed Standard Software.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Hourly Rate.

## 3. Maintenance for Modified Licensed Standard Software and Custom Software

**Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain**. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, or for prior releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the Hourly Rate.

## 4. Billing

Maintenance costs will be billed annually.

## 5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

## 6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA term, if **Customer** believes that the Licensed Standard Software does not conform to the warranties provided under this **Agreement**, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Hourly Rate.

The no-charge software correction service does not apply to any of the following:

a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

## 7. Maintenance Costs for Licensed Standard Software Packages Covered for MSP Servers

**New World** agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A.

**Annual Maintenance Cost**

| | |
|---|---|
| From delivery of Licensed Standard Software through 9/30/2011 | No charge |
| Year 2 – 10/1/11 to 9/30/12 | $92,070 |
| Year 3 – 10/1/12 to 9/30/13 | 92,070 |
| Year 4 – 10/1/13 to 9/30/14 | 92,070 |
| Year 5 – 10/1/14 to 9/30/15 | 92,070 |

**EXHIBIT F**
**DATA FILE CONVERSION ASSISTANCE**

**New World** will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the conversion effort based on the revised estimate.

2. This conversion effort includes data coming from one unique database or source, not multiple sources.

3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by **Customer** prior to providing the data to **New World**.

**New World** Responsibilities

1. **New World** will create and provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.

2. **New World** will provide the data conversion programs to convert **Customers** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.

3. As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip will be part of delivering the conversion programs to **Customer**.

4. **New World** will provide **Customer** up to 2 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.

5. **New World** will provide warranty coverage for any conversion-related issue reported by **Customer** to **New World** within 30 days after the conversion is run in the live database.

**Customer** Responsibilities

1. Up to **8** discrete data file/modules from **Customer's** current database are included in this conversion. **Customer** will provide a list of discrete data files with descriptions of fields or data elements in each file.

2. Data will be submitted to **New World** in one or more of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel spreadsheet, or an ASCII-format delimited text file. Data may be delivered using any common media or data-delivery format such as ¼-inch tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

3. **Customer** understands that files or tables containing less than 500 records or table entries will not be converted.

4. A data dictionary (data descriptors) containing all data elements must be provided to **New World** for each file submitted with the media.

5. As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one ratio exists for **Customer** commitment and the **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.

6. **Customer** agrees to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Files to be converted:

**Master Files:**
- Master Name (Jackets) (from 2 sources - CISCO and IPTM)
- Master Property (from 1 source - CISCO)
- Master Gun (from 1 source - CISCO)
- Master Vehicle (from 1 source - CISCO)

**Police CAD / Records Management System:**
- Incidents (from 1 source - CISCO)
- Cases (from 1 source - CISCO)
- Narrative (from 1 source - CISCO)

**EXHIBIT G**
**CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**

## 1. Definition of Project

**New World** will provide the **Customer** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **Customer's** requirements. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)*(1)* procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the modifications/interfaces based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interfaces

With **New World** providing consultation, **Customer** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

*(1)* Interface from Tiburon RMS to New World RMS

This interface will require a Requirements Document to determine the scope of the project. It will take place as part of the overall implementation plan after the project begins. After discussions with Tiburon to determine a definition of the interface a price will be determined. This cost is not included in the Exhibit AA schedule.

## 2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of **New World's** Responsibility

This project includes the following activities to be performed by **New World**.

*(1)* Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.

*(2)* Preparation of Requirements Document (RD) to include:

- Detailed description of the required feature
- menu samples
- screen samples
- report samples

*(3)* Programming and programming test.

*(4)* On-site training, testing and/or other support services at the Hourly Rate.

For modification requiring over fifty (50) hours of work, **New World** utilizes a design document procedure [see 2(b)*(1)* below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **Customer** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Implementation Schedule

| | **Activity** | **Targeted Time Period** |
|---|---|---|
| *(1)* | Complete Design Review with **Customer** Staff. **Customer** agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project. | To be determined |
| *(2)* | New World submits completed RD to **Customer.** | To be determined |
| *(3)* | RD is accepted and signed off by **Customer** (no programming will be done by **New World** until the formal sign-off and **Customer's** authorization to proceed in writing). | To be determined |
| *(4)* | **New World** completes programming from RD and provides modified software to **Customer**. | To be determined |
| *(5)* | Software Modification Acceptance Test based on RD. | To be determined |

c) **Customer's** Responsibility

All **Customer** requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

New World Systems®
The Public Sector Software Company

**APPENDIX 1**
**AGREEMENT AND AUTHORIZATION FOR PROCUREMENT**
**OF THIRD PARTY PRODUCTS AND SERVICES**

The attached configuration (Exhibit 1) describes the Third Party products and services that **New World** will obtain for **Customer**. By their written approval below, **Customer** authorizes **New World** to order the Exhibit 1 products for delivery to:

Mr. Ric Holt, City Manager
City of Cocoa
603 Brevard Avenue
Cocoa, FL 32922

The payments for Appendix 1 Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

**Customer** is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **Customer's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

The Exhibit 1 components and cost may only be changed by mutual agreement of the parties. If a change order in the configuration requires additional costs, **New World** shall notify **Customer** of the additional costs and with **Customer's** approval these costs shall be borne by **Customer**. Without such approval, the change order will not be processed.

**Customer** shall or may be required to execute selected agreements with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **Customer's** authorized signature on said Agreements. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

**EXHIBIT 1**
**CONFIGURATION**

**THIRD PARTY PRODUCTS AND SERVICES**

**THIRD PARTY SOFTWARE**

**a. Embedded Third Party Software**

*(includes all Third Party executable components)*

**b. GIS Software**

CAD
- CAD Workstations using ArcGIS Engine Runtime (6 workstations)

Mobile

- Mobile In-Car Mapping and Routing (90 units)

Geo-File Maintenance Software (ESRI ArcEditor)

- per workstation

**c. Diagramming Software (Scene PD)**

80 units @ $229 each

**THIRD PARTY HARDWARE**

**d. Hardware, System Software & Services**

Message Switch (1 year warranty)

Lantronix UDS-1100 (qty 1)

Bar Coding Scanner Kit (2 units)

AVL Hardware (80 units)

| | |
|---|---|
| **TOTAL THIRD PARTY PRODUCTS AND SERVICES** | **$82,500** |

ESRI Notes

1) **Customer** will restrict use of the ESRI Software to executable code (used with the Aegis Licensed Standard Software).
2) **Customer** will prohibit (a) transfer of the ESRI Software except for temporary transfer in the event of computer malfunction; (b) assignment, time-sharing, lend or lease, or rental of the ESRI Software or use for commercial network services or interactive cable or remote processing services; and (c) title to the ESRI Software from passing to any other party.
3) **Customer** will prohibit the reverse engineering, disassembly, or decompilation of the ESRI Software and prohibit duplication of the ESRI Software except for a single archival copy; reasonable Sublicensee backup copies are permitted.
4) **Customer** will disclaim, to the extent permitted by applicable law, ESRI's liability for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the ESRI Software.
5) At the termination of their Agreement (Sublicense) with **New World, Customer** will certify in writing to **New World** that it has discontinued use and has destroyed or will return to **New World** all copies of the ESRI Software and documentation.
6) **Customer** will comply fully with all relevant export laws and regulations of the United States to assure that the ESRI Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
7) **Customer** will prohibit the removal or obscuring of any copyright, trademark notice, or restrictive legend.
8) If **New World** grants a Sublicense to the United States Government, the ESRI Software shall be provided with "Restricted Rights".
9) All Aegis/MSP Customers are required to use ESRI's ArcGIS suite of products to maintain GIS data. All maintenance, training and on-going support of this product will be contracted with and conducted by ESRI. Maintenance for ESRI's ArcGIS suite of products that are used for maintaining **Customer's** GIS data will be contracted by **Customer** separately with ESRI.
10) The on-going **New World** SSMA cost is required for any Aegis software changes related to integration with ESRI software.
11) If a new release of ESRI software is incorporated into the Aegis software, an associated upgrade fee may be required for the new ESRI software, depending on the potential cost from ESRI; and/or on the scope of effort required to integrate the new ESRI release with Aegis software.

# NEW WORLD SYSTEMS CORPORATION
# PREMIER SOFTWARE MAINTENANCE AGREEMENT

This Premier Software Maintenance Agreement (PSMA) between **New World** Systems Corporation (New World) and **City of Cocoa, FL** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

## 1. Software Maintenance Period

This PSMA shall remain in effect for a period of five (5) years from (start date) 10/1/15 to (end date) 9/30/20.

## 2. Services Include

The following services or features are available under this PSMA:

(a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
(b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
(c) Revisions to Licensed Documentation.
(d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
(e) Invitation to and participation in user group meetings.
(f) Emergency 24-hour per day telephone support, for Aegis CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Aegis CAD phone support will be provided via beeper and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.
(g) Includes ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

## 3. Ability to Upgrade Aegis MSP Windows Licensed Standard Software to Aegis Enterprise Windows Licensed Standard Software

At no license fee cost and during the first three year period of the PSMA, **Customer** has the option to upgrade from **New World's** Aegis MSP Licensed Standard Software to Enterprise Licensed Standard Software. **Customer** may exercise this option at any time during the three year period by giving **New World** ninety (90) days written notice. Within sixty (60) days receipt of notice, **New World** shall notify **Customer** of the target date to begin the upgrade project. **Customer's** one-time implementation cost to complete the Licensed Standard Software upgrade to Aegis Enterprise shall not exceed $76,000 and does not include travel or living expenses. These one-time implementation costs shall include:

a) Project Management
b) Implementation and Training
c) Mobile Reconfiguration Services
d) Windows Operating System Assurance and Software Installation
e) Interface Installation Fees including Geo-File
f) Data File Conversion (Estimate)
g) Third Party Products and Services

4. **Maintenance for Modified Licensed Standard Software and Custom Software**

**Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain**. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer**'s request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

5. **Billing**

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

6. **Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from **New World** will be added to the PSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a prorated basis for the remainder of the current maintenance year and on a full year basis thereafter.

7. **Requests for Software Correction on Licensed Standard Software**

At any time during the PSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

(a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
(b) situations where **Customer**'s use or operations error causes incorrect information or reports to be generated; and;
(c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

8. **Maintenance Costs for Licensed Standard Software Packages Covered for MSP Server**

**New World** agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

| Application Package | | Number of Modules |
|---|---|---|
| 1. ***Aegis***® | Computer Aided Dispatch (CAD) | 19 |
| 2. ***Aegis***® | Law Enforcement Records Software | 27 |
| 3. ***Aegis***® | Fire Records Software | 4 |
| 4. ***Aegis***® | Public Safety Interface Software | 9 |
| 5. ***Aegis***® | Photo Imaging Software | 2 |
| 6. ***Aegis***® | Mobile Management Server Software | 3 |
| 7. ***Aegis***® | Mobile Software on the RS6000 | 5 |
| 8. ***Aegis***® | Mobile Client Laptop Software | 16 |
| 9. ***Aegis***® | Mobile Software on the 400 or MSP Server | 2 |
| 10. ***Aegis***® | Server Software | 1 |
| 11. ***Aegis***® | Aegis Link Software | 1 |
| 12. ***Aegis***® | ESRI Embedded Applications - New | 4 |

**ANNUAL**
**MAINTENANCE COST: See Below**

| Period Covered | Annual Amount | Billing Date |
|---|---|---|
| 10/1/2015 to 9/30/2016 | $90,659 * Note 1 | 9/15/2015 |
| 10/1/2016 to 9/30/2017 | $90,659 * Note 1 | 9/15/2016 |
| 10/1/2017 to 9/30/2018 | $90,659 * Note 1 | 9/15/2017 |
| 10/1/2018 to 9/30/2019 | $90,659 * Note 1 | 9/15/2018 |
| 10/1/2019 to 9/30/2020 | $90,659 * Note 1 | 9/15/2019 |

1. Includes 40 hours of Support Services at $112/Hour for the Period Covered. Any unused prepaid support hours will carryover once into the following annual PSMA period. Unused carryover hours expire the earlier of 12 months from carryover or the end of the PSMA contract period.
2. Support Services are defined on your original Exhibit B, and can be used remotely, or on-site at **Customer** location. Travel costs are not included. The hours to be provided at schedules mutually agreeable to **Customer** and **New World**.

**Note:** Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

**ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.**

9. **Terms and Conditions**

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

| | |
|---|---|
| ACCEPTED BY: | ACCEPTED BY: |
| **Customer:** City of Cocoa, FL | **New World Systems Corporation** |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

**By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.**

# Cocoa, FL PD

Licensed Application Software
At October, 2015

1. **Aegis® Computer Aided Dispatch (CAD)**
    - Combined LE/Fire/EMS CAD MSP
        - Base
        - CAD Messaging Module
        - Call Scheduling Module
        - Call Stacking Module
        - Dispatch Questionnaire Module
        - Geo-File Verification Module
        - Hazard and Location Alerts Module
        - Interface to Aegis® Law Enforcement Records Module
        - Interface to Aegis® Fire Records Module
        - Note Pads Module
        - Rip-N-Run Module
        - Run Cards Module
        - Tone Alerts Module
        - Unit Control Panel Module
        - Unit Recommendation Module
    - CAD Mapping MSP
    - Service Vehicle Rotation MSP
    - CAD Auto Routing MSP
    - CAD AVL MSP
2. **Aegis® Law Enforcement Records Software**
    - LE Records Single Jurisdiction Base MSP
        - Base
        - Accidents Module
        - Arrest Module
        - Business Registry Module
        - Case Processing Module
        - Computer Aided Investigations Module
        - Federal Reports (UCR/IBR) Module
        - Geo-File Verification Module
        - Impounded Vehicles Module
        - Incident Tracking Module
        - Jacket Processing Module
        - Personnel / Education Module
        - Property Module
        - Traffic Tickets and Citations Module
        - Wants and Warrants Module
    - LE Records Federal & State Compliance MSP
    - Field Investigations MSP
    - Case Management MSP
    - Alarms Tracking and Billing MSP
    - Bookings MSP
    - Activity Reporting and Scheduling MSP
    - Property Room Bar Coding MSP
    - Narcotics Management MSP
    - Equipment Tracking MSP
    - Gang Tracking MSP
    - Data Analysis Mapping & Management Reporting MSP
    - State Accidents Compliance MSP

# Cocoa, FL PD

Licensed Application Software
At October, 2015

3. **Aegis® Fire Records Software**
   - Fire Records Base Package MSP
   - Data Analysis and Mapping/Mgt Reporting for Fire MSP
   - Fire Equipment Tracking and Maint. MSP
   - Fire NFIRS 5.0 Electronic Reporting MSP
4. **Aegis® Public Safety Interface Software**
   - State/NCIC Interface MSP
   - On-Line CAD Interface to State/NCIC MSP
   - E-911 Interface MSP
   - CAD Pager Interface MSP
   - Livescan Interface MSP
   - On-Line Global Subjects Interface to State/NCIC MSP
   - Ticket Writer Interface MSP
   - Encoder Interface MSP
   - Citizens Reporting Interface MSP
5. **Aegis® Photo Imaging Software**
   - Digital Imaging MSP
   - Public Safety Mug Shots/Line-Ups MSP
     - Digital Imaging
6. **Mobile Management Server Software**
   - Field Reporting Server
   - Field Reporting Data Merge
   - Base CAD/NCIC/Messaging
7. **Mobile Software on the RS6000**
   - Base Message Switch to NCIC
   - RS/6000 State/NCIC Interface
   - New World CAD Interface for Aegis/MSP
   - Mobile Upload Software
   - AVL Interface
8. **Mobile Client Laptop Software**
   - LE State/NCIC via Switch 70 User(s)
   - LE Field Reporting 100 User(s)
   - LE Accident Field Reporting 100 User(s)
   - Mobile Upload of Field Reports 100 User(s)
   - LE CAD Via Switch 70 User(s)
   - LE Accident Field Reporting Compliance 100 User(s)
   - LE Field Reporting Compliance 100 User(s)
   - Fire CAD Via Switch (Messaging) 10 User(s)
   - Mugshot Images Download 70 User(s)
   - In Car Mapping 70 User(s)
   - New World AVL 90 User(s)
   - In-Car Routing 70 User(s)
   - Fire In Car Mapping 10 User(s)
   - Field Investigation Field Reporting 100 User(s)
   - Fire In Car Routing 10 User(s)
   - MCT Ticket Writer Interface 30 User(s)

# Cocoa, FL PD

Licensed Application Software
At March, 2015

9. **Mobile Software on the 400 or MSP Server**
   - AVL CAD Interface
   - MDT/MCT Base CAD/RMS Interface
10. **Aegis® Server Software**
   - Multi-Server Search
11. **Aegis® Aegis Link Software**
   - Web CAD Monitor
12. **Aegis® ESRI Embedded Applications**
   - Mobile In-Car Mapping Integration
   - Mobile In-Car Routing Integration
   - CAD Workstations Integration
   - ArcGIS Standard Enterprise Server Integration

New World Systems
The Public Sector Software Company

# Total Cost Summary - Budgetary

## CITY OF COCOA, FL
## September 14, 2015

**New World Software and Services**

| | | |
|---|---|---|
| A. Application Software | | $0 |
| 1) Licensed Standard Software | $2,000 | |
| 2) Demonstration Site Discount | ($2,000) | |
| B. Implementation Services | | 75,600 |
| 1) Project Management | | |
| 2) Implementation and Training | | |
| 3) Systems Assurance and Software Installation | | |
| 4) Interface Installation Fees including GIS Implementation | | |
| 5) Decision Support Software Implementation Services | | |
| 6) Data File Conversion (Estimate) | | |
| **TOTAL ONE TIME COST** | | **$75,600** |

**Maintenance**

C. Standard Software Maintenance Agreement (SSMA)

1) Standard Software Maintenance Agreement (SSMA) (Annual Cost)
Includes Emergency 24/7 Maintenance for CAD only

| | |
|---|---|
| 90-Day No-Charge SSMA from Date of Delivery | No Charge |
| Year 1 SSMA: | 1,360 |

*NOTE: New World's cost is based on all of the proposed products and services being obtained from New World. Should significant portions of the products or services be deleted, New World reserves the right to adjust its prices accordingly. Prices do not include hardware servers or workstations.*

*This assumes you are purchasing this directly through New World and not thru an RFP procurement procedure.*

*This Budgetary Proposal is being provided solely for planning purposes and does not constitute a firm offer. An extended review may determine that additional software or service components are necessary.*

D. Travel and Living Expenses (Estimate) 20,000

*Travel and Living expenses are not included in the Total One Time Cost above. Travel trips may include airfare, hotel, per diem, car rental or gas. All Travel and Living expenses will be billed on a weekly basis, but only as incurred. Estimated 10 trips at $2,000 per trip.*

CONFIDENTIAL AND PROPRIETARY

**CITY OF COCOA, FL**

**Budgetary Proposal Summary**

**September 14, 2015**

| A. | STANDARD APPLICATION SOFTWARE [1,2,3,4] | |
|---|---|---|
| ITEM | DESCRIPTION | INVESTMENT |

***DELETED STANDARD SOFTWARE***

**CAD** **(Workstations included in CAD Base - 6)**

**1. Aegis/MSP Combined LE/Fire/EMS CAD**

- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- Fire Equipment Search/Fire Equipment Move
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hazmat Search
- Hydrant Inventory
- Access to Aegis/MSP LE Records
- Access to Aegis/MSP Fire Records
- Note Pads
- Rip-N-Run Remote Printing

**2. Additional Aegis/MSP Software for Computer Aided Dispatch**

- CAD Auto Routing
- CAD Mapping
- CAD AVL
- Service Vehicle Rotation (Wrecker, Ambulance)
- Web CAD Monitor

**3. Aegis/MSP Third Party CAD Interface Software**

- CAD Paging Interface
  *Supports SNPP, SMTP, Standard TAP, WCTP*
- E-911 Interface
- Aegis State/NCIC Interface
  *Includes state-specific standard forms*

On-Line Modules

- On-Line CAD Interface to State/NCIC
  *Includes state-specific standard forms*
- Encoder Interface
  *Supports Zetron Models 25, 26, Zetron IP-based FSA*

| | |
|---|---|
| **SUB-TOTAL DELETED MSP CAD MODULES** | **($126,000)** |

***ADDED STANDARD SOFTWARE***

**CAD** **(Workstations included in CAD Base - 6)**

**4. Aegis Enterprise Combined LE/Fire/EMS CAD**

- CAD Mapping
- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- Fire Equipment Search/Fire Equipment Move
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hazmat Search
- Hydrant Inventory
- Access to Aegis/MSP LE Records
- Access to Aegis/MSP Fire Records
- Note Pads
- Proximity Dispatch (Requires CAD AVL and Mobile)
- Rip-N-Run Remote Printing

**5. Additional Aegis Enterprise Software for Computer Aided Dispatch** [5]

- CAD Auto Routing
- CAD AVL
- Service Vehicle Rotation (Wrecker, Ambulance)
- Web CAD Monitor

**6. Aegis Enterprise Third Party Interface Software** [5]

- CAD Paging Interface

*Supports SNPP, SMTP, Standard TAP, WCTP*

- E-911 Interface [7]
- Aegis State/NCIC Interface[8]

*Includes state-specific standard forms*

On-Line Modules[9]

- On-Line CAD Interface to State/NCIC

*Includes state-specific standard forms*

- Encoder Interface [8]

*Supports Zetron Models 25, 26, Locution, WestNet First In, Zetron IP-based FSA*

| | |
|---|---|
| **SUB-TOTAL CAD MODULES** | **$126,000** |

**DECISION SUPPORT SOFTWARE** [6,9]

**7. Law Enforcement Management Data Mart (CAD, RMS)**

- Includes 2 users

| | |
|---|---|
| **SUB-TOTAL DECISION SUPPORT MODULES** | **$2,000** |

| | |
|---|---|
| **NEW WORLD STANDARD SOFTWARE LICENSE FEE** | **$2,000** |
| **LESS DEMONSTRATION SITE DISCOUNT** | **(2,000)** |
| **TOTAL SOFTWARE LICENSE FEE** [10,11] | **$0** |

| B. | IMPLEMENTATION SERVICES [12] | |
|---|---|---|
| ITEM | DESCRIPTION | INVESTMENT |

**IMPLEMENTATION SERVICES**

**1.** Project Management Services as required:
- Project Management
- Overall consultation and communication
- Monthly status reports and project updates throughout the duration of the project
- Implementation Plan

Covers period of 12 months from Agreement Execution

**2.** Up to 25 days of Implementation and Training Services are included for:
- Software Tailoring and Set Up
- User Education and Training
- Other Technical Support
- Travel Time Included

** Assumes train-the-trainer approach, with the exception of CAD, which is end user training*

**3.** Systems Assurance and Software Installation

Aegis Enterprise Standard VMware Environment
- Install and configure high availability environment (HyperV or VMWare)
- Configure application server
- Consult on connectivity to new or existing Windows environment
- Verify operating system and SQL configuration
- Verify workstation configuration

Message Switch Installation Support to include:
- Reconfiguration at go-live from MSP CAD to Enterprise CAD - Configure system variables (i.e., operating system, interfaces, etc.)
- Migrate all application software and agency data

**4.** Fixed Installation Service Fees:

- Web CAD Monitor
- CAD Pager Interface
- 911 Interface
- State/NCIC
- On-Line CAD Interface to State/NCIC
- Encoder Interface
- ESRI 10.2
- Response Plans
- Interface Go-Live Support
- Interface Post-Live Support

GIS Implementation [13]
- Aegis Enterprise

**5.** Decision Support Software Implementation Services: (CAD, RMS)

Standard Package
- Installation of standard library components (cubes and dashboards)
- 4 analytical reports/dashboards for specific agency needs
- Basic training on working with data and reporting cubes
- Requires 1 on-site trip - remaining work will be completed remotely

**6. Data File Conversion Pricing Estimates**
**Multiple Application Database**
- CAD / Call for Service

| | |
|---|---|
| **TOTAL IMPLEMENTATION SERVICES** | **$75,600** |

| | |
|---|---|
| **TOTAL ONE TIME COST** | **$75,600** |

| C. | MAINTENANCE | |
|---|---|---|
| **ITEM** | **DESCRIPTION** | **INVESTMENT** |

**1. COMBINED STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)** (Per Year Cost)
Annual SSMA to begin at the end of the No-Charge SSMA period; year one cost to be prorated to run concurrently with Customer's existing SSMA. (Includes Exhibit A ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.)

| | |
|---|---|
| 90-Day No-Charge SSMA from Date of Delivery | No Charge |
| Year 1 SSMA | $1,360 |

| D. | TRAVEL AND LIVING EXPENSES (Estimate) | |
|---|---|---|
| **ITEM** | **DESCRIPTION** | **INVESTMENT** |

**1. TRAVEL AND LIVING EXPENSES** (Estimate)
Estimated 10 trips at $2,000 per trip. $20,000

***PRICING VALID THROUGH MAY 22, 2015.***

## MSP ENDNOTES

[1] *Personal Computers must meet the minimum hardware requirements for New World Systems' Aegis products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).*

[2] *New World Systems' Aegis product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*

[3] *New World Systems' Aegis product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*

[4] *New World recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, New World will provide further consultation for this environment.*

[5] *Does not include any required 3rd party hardware or software unless specified in Section C of this proposal. Customer is responsible for any 3rd party support.*

[6] *Application may require a separate Server.*

[7] *Requires Lantronix UDS 1100 not included in this proposal.*

[8] *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software. Includes state-specific standard forms developed by New World. Additional forms can be provided for an additional fee.*

[9] *Configuration and end user training to occur after Customer has been live for 3 months or longer on an application.*

[10] *Prices assume that all software is licensed. Prices are quoted as preliminary estimates only and are subject to further clarification and confirmation.*

[11] *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

[12] *Travel and expenses are not included as they are billed at actual cost.*

[13] *New World's GIS implementation services are to assist the Customer in preparing the New World required GIS data for use with the Licensed Aegis Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary New World will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. New World is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed Aegis Software.*

ADDENDUM

This Addendum is made as of the last signature date set forth below ("Addendum Effective Date") by and between Tyler Technologies, Inc., a corporation in good standing under the laws of Delaware, with offices at One Tyler Drive, Yarmouth, ME 04096 ("Tyler"), and the customer identified in the signature block (the "Customer").

WHEREAS, Customer selected New World Systems Corporation ("New World") to provide certain software and related services pursuant to a license and services agreement (the "Agreement"); and

WHEREAS, on November 16, 2015, New World merged with and into Tyler, with Tyler being the surviving entity (the "Merger"), and Tyler and Customer desire to update the Agreement with this Addendum.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Customer agree as follows:

1. Effective as of the Merger, Tyler became the successor-in-interest to New World and assumed all rights and obligations of New World under the Agreement.

2. All references in the Agreement to "New World," "NWS," or other similar naming conventions shall now be understood to refer to Tyler.

3. Until further notified by Tyler, the location of Customer's payments as set forth in the Agreement remains unchanged. Where Customer is required to provide notice under the Agreement, that notice shall be provided to:

   Tyler Technologies, Inc.
   One Tyler Drive
   Yarmouth, ME 04096
   Attention: Associate General Counsel

4. Tyler represents that the Tyler signatory to the Agreement and this Addendum is an authorized signatory, and that by such signature, Tyler is bound to the terms and conditions of the Agreement.

5. All other terms and conditions of the Agreement shall remain in full force and effect, and this Addendum shall be governed by and construed in accordance with those terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the dates set forth below.

| **Tyler Technologies, Inc.** | **City of Cocoa, FL** |
|---|---|
| By:_____ | By:_____ |
| Name: Abby Diaz | Name:_____ |
| Title: Associate General Counsel | Title:_____ |
| Date:_____ | Date:_____ |
| | Customer Address: |

**RESOLUTION NO. 2016-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

**WHEREAS**, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

**WHEREAS**, the City Council has determined that competitive bidding for the purchase described in Exhibit A would not be in the City's best interest.

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

**SECTION 1.** The purchase described in Exhibit A is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

**SECTION 2.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

**SECTION 3.** This resolution shall become effective immediately upon adoption by the Cocoa City Council.

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 26th day January, 2016.

_____

**Henry U. Parrish III,** Mayor

ATTEST:

_____

**Carie Shealy,** City Clerk

**EXHIBIT "A"**

To Resolution No. 2016-08

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for purchase of New World Systems Premier Software.

The Department Director has provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____
John A. Titkanich, Jr., AICP
City Manager

# Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4213469&GUID=73B058D5-3906-4949-919A-BF728FBA3FFD* is a secure document that has been embedded in this document. Double click the pushpin to view.



## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 16-1 | **Version:** | 1 | **Name:** | December, 2015 Monthly Purchasing Approval Information |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 1/4/2016 | | | **In control:** | City Council |
| **On agenda:** | 1/26/2016 | | | **Final action:** | |
| **Title:** | Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 12/31/2015. (Finance Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | PO Monthy Report to City Council 10.01.15 thru 12.31.15.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

| | |
|---|---|
| Memo Date: | January 4, 2016 |
| Agenda Date: | January 26, 2016 |
| Prepared By: | Sonja D. Hamilton-Suarez, Purchasing/Contract Manager |
| Through: | Teri Butler, CGFO, Finance Director |

Requested Action:
Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 12/31/2015**.**

## BACKGROUND:

The following reports for the period October 01, 2015 through December 31, 2015 provide a summary of all the purchases $25,000 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.



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***Purchase Order Approvals 10-01-15 thru 12-31-15***

**$25,000 TO $50,000 Recap Sheet**

Total Purchase Orders Issued = 68

City Manager = 34

City of Cocoa CRA Board = 4

City Council = 30

# Purchase Order Approvals 10-01-15 thru 12-31-15
# $25,000 to $50,000 By City Manager

| PO # | PO Date | Vendor | PO Amount | Approval Date | By Whom |
|---|---|---|---|---|---|
| 66675 | 10/5/2015 | Pace Analytical Services, Inc. | $ 28,000.00 | 10/2/2015 | John A. Titkanich, Jr. AICP |
| 66740 | 10/6/2015 | Cutwater Asset Management Corp. | $ 37,500.00 | 10/5/2015 | Micki Abdi (Acting) |
| 66746 | 10/6/2015 | Brevard County Board of County Comm. | $ 30,000.00 | 10/5/2015 | Micki Abdi (Acting) |
| 66760 | 10/6/2015 | Garganese, Weiss & D'Agresta | $ 35,000.00 | 10/5/2015 | Micki Abdi (Acting) |
| 66797 | 10/7/2015 | Ricoh USA, Inc. | $ 46,000.00 | 10/6/2015 | John A. Titkanich, Jr. AICP |
| 66902 | 10/9/2015 | MCCI, LLC | $ 49,733.14 | 10/9/2015 | Micki Abdi (Acting) |
| 66964 | 10/15/2015 | Iwater, Inc. | $ 32,000.00 | 10/14/2015 | John A. Titkanich, Jr. AICP |
| 66970 | 10/15/2015 | Cemex | $ 25,000.00 | 10/14/2015 | John A. Titkanich, Jr. AICP |
| 66975 | 10/15/2015 | Sunstate Meter & Supply Inc. | $ 27,224.00 | 10/14/2015 | John A. Titkanich, Jr. AICP |
| 66997 | 10/19/2015 | Trane Orlando Company | $ 46,508.00 | 10/17/2015 | John A. Titkanich, Jr. AICP |
| 67041 | 10/22/2015 | Quentin L. Hampton Assoc. | $ 30,281.00 | 10/21/2015 | John A. Titkanich, Jr. AICP |
| 67043 | 10/22/2015 | Insource Software Solutions | $ 36,728.10 | 10/21/2015 | John A. Titkanich, Jr. AICP |
| 67044 | 10/22/2015 | Brev Cty Emergency Management | $ 27,771.00 | 10/21/2015 | John A. Titkanich, Jr. AICP |
| 67061 | 10/22/2015 | Architects RKZ, Inc. | $ 37,856.08 | 10/21/2015 | John A. Titkanich, Jr. AICP |
| 67062 | 10/22/2015 | Industrial Chemicals Inc. | $ 27,680.00 | 10/21/2015 | John A. Titkanich, Jr. AICP |
| 67070 | 10/23/2015 | Ring Power Corporation | $ 42,973.00 | 10/22/2015 | John A. Titkanich, Jr. AICP |
| 67077 | 10/26/2015 | Air Liquid Industrial | $ 37,814.00 | 10/23/2015 | John A. Titkanich, Jr. AICP |
| 67113 | 10/29/2015 | CDM Smith Inc. | $ 29,813.00 | 10/28/2015 | John A. Titkanich, Jr. AICP |
| 67152 | 11/5/2015 | CDM Smith Inc. | $ 39,000.00 | 11/4/2015 | Micki Abdi (Acting) |
| 67182 | 11/9/2015 | G4S Secure Solutions | $ 40,415.00 | 11/6/2015 | John A. Titkanich, Jr. AICP |
| 67183 | 11/9/2015 | Cathedral Corporation | $ 30,000.00 | 11/6/2015 | John A. Titkanich, Jr. AICP |
| 67184 | 11/9/2015 | Underwater Solutions, Inc. | $ 37,890.00 | 11/6/2015 | John A. Titkanich, Jr. AICP |
| 67185 | 11/9/2015 | Garganese, Weiss & D'Agresta | $ 49,500.00 | 11/6/2015 | John A. Titkanich, Jr. AICP |
| 67221 | 11/16/2015 | Parsons Brinckheroff Inc. | $ 30,000.00 | 11/13/2015 | John A. Titkanich, Jr. AICP |
| 67249 | 11/17/2015 | CDM Smith Inc. | $ 30,000.00 | 11/16/2015 | John A. Titkanich, Jr. AICP |
| 67340 | 11/25/2015 | Odyssey Manufacturing Co. | $ 30,560.00 | 11/24/2015 | John A. Titkanich, Jr. AICP |
| 67352 | 11/25/2015 | Trekker Tractor LLC | $ 38,193.25 | 11/24/2015 | John A. Titkanich, Jr. AICP |
| 67396 | 12/3/2015 | Odyssey Manufacturing Co. | $ 29,600.00 | 12/3/2015 | John A. Titkanich, Jr. AICP |
| 67397 | 12/3/2015 | S & L Materials, Inc. | $ 35,000.00 | 12/3/2015 | John A. Titkanich, Jr. AICP |
| 67484 | 12/16/2015 | Bauer Compressors Inc. | $ 45,061.80 | 12/15/2015 | John A. Titkanich, Jr. AICP |
| 67487 | 12/16/2015 | Sunstate Meter & Supply Inc. | $ 43,350.00 | 12/15/2015 | John A. Titkanich, Jr. AICP |
| 67502 | 12/17/2015 | Sunstate Meter & Supply Inc. | $ 41,644.80 | 12/17/2015 | John A. Titkanich, Jr. AICP |
| 67504 | 12/17/2015 | Duval Ford | $ 29,850.00 | 12/17/2015 | John A. Titkanich, Jr. AICP |
| 67553 | 12/28/2015 | FL Division of Workers Comp. | $ 27,318.63 | 12/28/2015 | John A. Titkanich, Jr. AICP |

**34 Purchase Order Approved by City Manager**

# Purchase Order Approvals 10-01-15 thru 12-31-15
# $25,000 to $50,000 By CRA Board

| PO # | PO Date | Vendor | PO Amount | Approval Date | By Whom |
|---|---|---|---|---|---|
| 67362 | 11/30/2015 | Cocoa Main Street | $ 25,000.00 | 11/3/2015 | COCOA |
| 67465 | 12/14/2015 | Infrastructure | $ 33,841.00 | 2/3/2015 | COCOA |
| 67466 | 12/14/2015 | Quentin L. Hampton Assoc. | $ 41,242.91 | 7/7/2015 | COCOA |
| 67497 | 12/16/2015 | Alliance for Neighborhood | $ 25,000.00 | 12/14/2015 | COCOA |

**4 Purchase Order Approved by CRA**

Prepared by Purchasing 1/4/2016

# Purchase Order Approvals 10-01-15 thru 12-31-15
# $25,000 to $50,000 By City Council

| PO # | PO Date | Vendor | PO Amount | Approval Date | By Whom |
|---|---|---|---|---|---|
| 66741 | 10/6/2015 | Carr Riggs & Ingram, LLC | $ 43,500.00 | 4/24/2012 | City Council |
| 66742 | 10/6/2015 | Carr Riggs & Ingram, LLC | $ 43,500.00 | 4/24/2012 | City Council |
| 66907 | 10/12/2015 | H&H Liquid Sludge Disposal, Inc. | $ 40,000.00 | 9/22/2015 | City Council |
| 66913 | 10/12/2015 | ESRI Environmental Systems, Inc. | $ 27,275.00 | 9/9/2014 | City Council |
| 66914 | 10/12/2015 | Glover Oil Company Inc. | $ 26,523.00 | 7/8/2014 | City Council |
| 66956 | 10/15/2015 | Verizon Wireless | $ 42,720.00 | 7/24/2012 | City Council |
| 67042 | 10/22/2015 | Glover Oil Company Inc. | $ 49,000.00 | 7/8/2014 | City Council |
| 67049 | 10/22/2015 | Florida Power & Light | $ 30,000.00 | 10/13/2015 | City Council |
| 67051 | 10/22/2015 | Florida Power & Light | $ 50,000.00 | 10/13/2015 | City Council |
| 67057 | 10/22/2015 | Water Resource Associates | $ 49,500.00 | 3/24/2015 | City Council |
| 67058 | 10/22/2015 | Glover Oil Company Inc. | $ 25,964.00 | 7/8/2014 | City Council |
| 67060 | 10/22/2015 | Lisa Cullen Tax Collector | $ 41,200.00 | 10/21/2015 | City Council |
| 67064 | 10/22/2015 | Brandes Design-Build, Inc. | $ 26,895.00 | 10/13/2015 | City Council |
| 67079 | 10/26/2015 | Glover Oil Company Inc. | $ 28,175.06 | 7/8/2014 | City Council |
| 67237 | 11/16/2015 | United Self Insured Services | $ 50,000.00 | 9/8/2015 | City Council |
| 67264 | 11/18/2015 | CH2M Hill Engineers, Inc. | $ 28,240.22 | 10/14/2014 | City Council |
| 67265 | 11/18/2015 | Coggin Ford | $ 46,904.48 | 11/10/2015 | City Council |
| 67267 | 11/18/2015 | Coggin Ford | $ 27,059.94 | 11/10/2015 | City Council |
| 67269 | 11/18/2015 | Coggin Ford | $ 28,386.97 | 11/10/2015 | City Council |
| 67317 | 11/23/2015 | Coggin Ford | $ 27,296.91 | 11/23/2015 | City Council |
| 67341 | 11/25/2015 | Don Reid Ford Inc. | $ 25,506.00 | 11/10/2015 | City Council |
| 67342 | 11/25/2015 | Don Reid Ford Inc. | $ 25,506.00 | 11/10/2015 | City Council |
| 67343 | 11/25/2015 | Coggin Ford | $ 27,059.94 | 11/10/2015 | City Council |
| 67351 | 11/25/2015 | Coggin Ford | $ 40,950.54 | 11/10/2015 | City Council |
| 67353 | 11/25/2015 | CH2M Hill Engineers, Inc. | $ 38,151.51 | 5/27/2014 | City Council |
| 67398 | 12/3/2015 | Villages Construction Inc. | $ 37,009.89 | 10/13/2015 | City Council |
| 67399 | 12/3/2015 | Myra Planning & Design | $ 45,285.65 | 3/24/2015 | City Council |
| 67401 | 12/3/2015 | Bussen Mayer Engineering | $ 45,000.00 | 6/23/2015 | City Council |
| 67526 | 12/22/2015 | CH2M Hill Engineers, Inc. | $ 25,884.84 | 12/8/2015 | City Council |
| 67560 | 12/28/2015 | Glover Oil Company Inc. | $ 36,908.19 | 7/8/2014 | City Council |

**30 Purchase Order Approved by City Council**

Prepared by Purchasing 1/4/2016

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 16-8 | **Version:** | 1 | **Name:** | Estimated and actual income and expenses to date (FY2015) |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 1/11/2016 | | | **In control:** | City Council |
| **On agenda:** | 1/26/2016 | | | **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 - Revenue and Expense - December 2015.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2016
Agenda Date: January 26, 2016
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, 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 2015 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

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 2016 Budget by Classification Report - Summary Listing

Through 12/31/2015

Target for December is 25%

## FUND 001 - GENERAL FUND

| | Amended Budget | YTD Encumbrances | YTD Actual Transactions | Budget - YTD Transactions | % Used/Rec'd |
|---|---|---|---|---|---|
| **REVENUE** | | | | | |
| TAXES | $ 6,821,651 | | $ 3,807,110.73 | $ 3,014,540.27 | 56% |
| OTHER PERMITS AND FEES | $ 3,366,886 | | $ 1,471,397.94 | $ 1,895,488.06 | 44% |
| INTERGOVERNMENTAL | $ 3,774,314 | | $ 161,337.32 | $ 3,612,976.68 | 4% |
| CHARGES FOR SERVICES | $ 11,012,280 | | $ 2,664,904.62 | $ 8,347,375.38 | 24% |
| FINES AND FORFEITURES | $ 24,495 | | $ 7,804.11 | $ 16,690.89 | 32% |
| MISCELLANEOUS | $ 793,005 | | $ 133,714.88 | $ 659,290.12 | 17% |
| OTHER SOURCES (NON-REVENUE) | $ 12,570,712 | | $ 1,672,011.00 | $ 10,898,701.00 | 13% |
| **REVENUE TOTALS** | **$ 38,363,343** | | **$ 9,918,280.60** | **$ 28,445,062.40** | **26%** |
| **EXPENSE** | | | | | |
| SALARIES AND BENEFITS | $ 20,909,031 | $ 15,105.60 | $ 4,599,450.77 | $ 16,294,474.63 | 22% |
| OPERATING EXPENDITURES | $ 9,890,745 | $ 2,566,071.19 | $ 1,661,118.49 | $ 5,663,555.32 | 43% |
| CAPITAL OUTLAY | $ 4,813,964 | $ 2,607,133.16 | $ 335,119.42 | $ 1,871,711.42 | 61% |
| GRANTS, AIDS AND OTHER | $ 2,749,603 | $ - | $ - | $ 2,749,603.00 | 0% |
| **EXPENSE TOTALS** | **$ 38,363,343** | **$ 5,188,309.95** | **$ 6,595,688.68** | **$ 26,579,344.37** | 31% |
| **REVENUE TOTALS** | **$ 38,363,343** | **$ -** | **$ 9,918,280.60** | **$ 28,445,062.40** | **26%** |
| **EXPENSE TOTALS** | **$ 38,363,343** | **$ 5,188,309.95** | **$ 6,595,688.68** | **$ 26,579,344.37** | **31%** |
| | **$ -** | **$ (5,188,309.95)** | **$ 3,322,591.92** | | |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 310 | TAXES | | | | | | | | |
| 311 | AD VALOREM | | | | | | | | |
| 10 00 | CURRENT TAXES | 387,392 | 3,147,559.94 | 813 | 1,162,176 | 3,469,997.17 | 299 | 4,648,710 | 1,178,712.83 |
| 20 00 | DELINQUENT TAXES | 3,333 | 5.74 | | 9,999 | 211.20 | 2 | 40,000 | 39,788.80 |
| 25 00 | PENALTIES RE: TAXES | 416 | 412.23 | 99 | 1,248 | 1,342.88 | 108 | 5,000 | 3,657.12 |
| 30 00 | TAX CERTIFICATES | 16,666 | .00 | | 49,998 | .00 | | 200,000 | 200,000.00 |
| 311 ** | AD VALOREM | 407,807 | 3,147,977.91 | 772 | 1,223,421 | 3,471,551.25 | 284 | 4,893,710 | 1,422,158.75 |
| 312 | SALES USE AND FUEL TAXES | | | | | | | | |
| 41 00 | LOCAL OPTION GAS TAX 6 CT | 24,954 | 26,509.21 | 106 | 74,862 | 26,509.21 | 35 | 299,452 | 272,942.79 |
| 312 ** | SALES USE AND FUEL TAXES | 24,954 | 26,509.21 | 106 | 74,862 | 26,509.21 | 35 | 299,452 | 272,942.79 |
| 314 | UTILITY SERVICE TAX | | | | | | | | |
| 10 00 | ELECTRICITY | 82,314 | 93,025.14 | 113 | 246,942 | 158,213.84 | 64 | 987,768 | 829,554.16 |
| 40 00 | GAS | 1,732 | 1,245.37 | 72 | 5,196 | 1,358.75 | 26 | 20,784 | 19,425.25 |
| 80 00 | PROPANE | 1,300 | 1,364.65 | 105 | 3,900 | 2,269.10 | 58 | 15,605 | 13,335.90 |
| 314 ** | UTILITY SERVICE TAX | 85,346 | 95,635.16 | 112 | 256,038 | 161,841.69 | 63 | 1,024,157 | 862,315.31 |
| 315 | COMMUNICATION SERVICE TAX | | | | | | | | |
| 00 00 | COMMUNICATION SERVICE TAX | 36,194 | 41,077.10 | 114 | 108,582 | 1,177.10 | 1 | 434,332 | 433,154.90 |
| 315 ** | COMMUNICATION SERVICE TAX | 36,194 | 41,077.10 | 114 | 108,582 | 1,177.10 | 1 | 434,332 | 433,154.90 |
| 316 | LOCAL BUSINESS TAX | | | | | | | | |
| 00 00 | LOCAL BUSINESS TAX | 14,166 | 11,703.68 | 83 | 42,498 | 146,031.48 | 344 | 170,000 | 23,968.52 |
| 316 ** | LOCAL BUSINESS TAX | 14,166 | 11,703.68 | 83 | 42,498 | 146,031.48 | 344 | 170,000 | 23,968.52 |
| 310 *** | TAXES | 568,467 | 3,322,903.06 | 585 | 1,705,401 | 3,807,110.73 | 223 | 6,821,651 | 3,014,540.27 |
| 320 | OTHER PERMITS & FEES | | | | | | | | |
| 322 | BUILDING PERMITS | | | | | | | | |
| 00 00 | BUILDING PERMITS | 11,416 | 20,232.05 | 177 | 34,248 | 55,727.09 | 163 | 137,000 | 81,272.91 |
| 10 00 | TRAINING SURCHARGE | 58 | .00 | | 174 | .00 | | 700 | 700.00 |
| 322 ** | BUILDING PERMITS | 11,474 | 20,232.05 | 176 | 34,422 | 55,727.09 | 162 | 137,700 | 81,972.91 |
| 323 | FRANCHISE FEES | | | | | | | | |
| 10 00 | ELECTRICITY | 64,218 | 77,846.42 | 121 | 192,654 | 15,058.42 | 8 | 770,620 | 755,561.58 |
| 40 00 | GAS | 1,510 | 817.93 | 54 | 4,530 | 58.42- | 1 | 18,120 | 18,178.42 |
| 70 00 | SOLID WASTE | 14,703 | 15,074.21 | 103 | 44,109 | 45,451.96 | 103 | 176,446 | 130,994.04 |
| 323 ** | FRANCHISE FEES | 80,431 | 93,738.56 | 117 | 241,293 | 60,451.96 | 25 | 965,186 | 904,734.04 |
| 325 | SPECIAL ASSESSMENT | | | | | | | | |
| 12 01 | FIRE PROTECTION | 174,916 | 1,163,275.31 | 665 | 524,748 | 1,351,845.91 | 258 | 2,099,000 | 747,154.09 |

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 |
|---|---|---|---|---|---|---|---|---|---|
| 320 | OTHER PERMITS & FEES | | | | | | | | |
| 325 | SPECIAL ASSESSMENT | | | | | | | | |
| 12 02 | DELINQUENT TAX | 666 | 30.55 | 5 | 1,998 | 344.83 | 17 | 8,000 | 7,655.17 |
| 12 03 | PENALTIES | 83 | 4.67 | 6 | 249 | 178.15 | 72 | 1,000 | 821.85 |
| 12 04 | TAX CERTIFICATES | 12,500 | .00 | | 37,500 | .00 | | 150,000 | 150,000.00 |
| 12 * | SERVICE | 188,165 | 1,163,310.53 | 618 | 564,495 | 1,352,368.89 | 240 | 2,258,000 | 905,631.11 |
| 325 ** | SPECIAL ASSESSMENT | 188,165 | 1,163,310.53 | 618 | 564,495 | 1,352,368.89 | 240 | 2,258,000 | 905,631.11 |
| 329 | OTHER PERMITS & FEES | | | | | | | | |
| 00 00 | OTHER PERMITS & FEES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 10 00 | REPOSITORY FEES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 20 00 | BUILDING PLANS REVIEW FEE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 25 00 | PLANNING AND ZONING | 500 | 915.00 | 183 | 1,500 | 2,850.00 | 190 | 6,000 | 3,150.00 |
| 30 00 | PLANNING SITE PLAN REVIEW | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 329 ** | OTHER PERMITS & FEES | 500 | 915.00 | 183 | 1,500 | 2,850.00 | 190 | 6,000 | 3,150.00 |
| 320 *** | OTHER PERMITS & FEES | 280,570 | 1,278,196.14 | 456 | 841,710 | 1,471,397.94 | 175 | 3,366,886 | 1,895,488.06 |
| 330 | INTERGOVERNMENTAL REVENUE | | | | | | | | |
| 331 | FEDERAL GRANTS | | | | | | | | |
| 10 02 | BROWNFIELDS REDEVELOP PR | 33,333 | .00 | | 99,999 | .00 | | 400,000 | 400,000.00 |
| 10 03 | ENERGY EFFICIENT RETROFIT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 10 * | GENERAL GOVERNMENT | 33,333 | .00 | | 99,999 | .00 | | 400,000 | 400,000.00 |
| 20 01 | RES OFFCR - CTY CONTRACT | 2,608 | .00 | | 7,824 | .00 | | 31,300 | 31,300.00 |
| 20 05 | JAG GRANT | 1,915 | 22,980.00 | 1200 | 5,745 | 22,980.00 | 400 | 22,980 | .00 |
| 20 09 | DOT SPEED CONTROL GRANT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 20 10 | PROJECT SAFE NEIGHBORHOOD | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 20 12 | BULLET PROOF GRANT | 723 | .00 | | 2,169 | .00 | | 8,683 | 8,683.00 |
| 20 13 | COPS-CHRP GRANT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 20 14 | FEMA DEFIBRILLATORS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 20 15 | VICTIMS OF CRIME ACT GRNT | 0 | .00 | | 0 | 2,247.28 | | 0 | 2,247.28- |
| 20 * | PUBLIC SAFETY | 5,246 | 22,980.00 | 438 | 15,738 | 25,227.28 | 160 | 62,963 | 37,735.72 |
| 30 01 | FEMA ASSIST TO FF GRANT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 39 10 | FED GRANT -TRANSPORTATION | 114,828 | .00 | | 114,828 | .00 | | 1,148,282 | 1,148,282.00 |
| 50 01 | FEMA DISASTER RELIEF | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 331 ** | FEDERAL GRANTS | 153,407 | 22,980.00 | 15 | 230,565 | 25,227.28 | 11 | 1,611,245 | 1,586,017.72 |
| 333 | PAYMENT IN LIEU OF TAXES | | | | | | | | |
| 90 00 | HOUSING AUTHORITY | 3,750 | .00 | | 11,250 | .00 | | 45,000 | 45,000.00 |
| 333 ** | PAYMENT IN LIEU OF TAXES | 3,750 | .00 | | 11,250 | .00 | | 45,000 | 45,000.00 |

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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 330 | | INTERGOVERNMENTAL REVENUE | | | | | | | | |
| 333 | | PAYMENT IN LIEU OF TAXES | | | | | | | | |
| 334 | | STATE GRANT | | | | | | | | |
| 50 | 01 | STATE DISASTER REIMBURSE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 50 | 02 | COCOA CONSERVATION | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 50 | 03 | RESIDENTIAL RETROFIT | 19,416 | .00 | | 58,248 | .00 | | 233,000 | 233,000.00 |
| 50 | * | ECONOMIC ENVIRONMENT | 19,416 | .00 | | 58,248 | .00 | | 233,000 | 233,000.00 |
| 61 | 10 | BREVARD COUNTY EMS GRANT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 90 | 30 | HISTORIC PRESERVATION GRT | 23,354 | .00 | | 70,062 | .00 | | 280,256 | 280,256.00 |
| 334 | ** | STATE GRANT | 42,770 | .00 | | 128,310 | .00 | | 513,256 | 513,256.00 |
| 335 | | STATE SHARED REVENUES | | | | | | | | |
| 12 | 00 | STATE REVENUE SHARING | 37,945 | 39,147.19 | 103 | 113,835 | 39,147.19 | 34 | 455,349 | 416,201.81 |
| 12 | 20 | 8TH CNT MUNICIPAL GAS TAX | 12,561 | 12,166.46 | 97 | 37,683 | 12,166.46 | 32 | 150,732 | 138,565.54 |
| 12 | * | STATE REVENUE SHARING | 50,506 | 51,313.65 | 102 | 151,518 | 51,313.65 | 34 | 606,081 | 554,767.35 |
| 14 | 00 | MOBILE HOME LICENSES | 1,768 | 3,889.43 | 220 | 5,304 | 8,762.21 | 165 | 21,220 | 12,457.79 |
| 15 | 00 | ALCOHOLIC BEVERAGE | 1,764 | .00 | | 5,292 | .00 | | 21,169 | 21,169.00 |
| 18 | 00 | LOCAL GOVERNMENT 1/2 CENT | 77,819 | 76,034.18 | 98 | 233,457 | 76,034.18 | 33 | 933,828 | 857,793.82 |
| 21 | 00 | FIREFIGHTER SUPPLEMENTAL | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 29 | 00 | OTHER PUBLIC SAFETY | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 41 | 00 | FUEL TAX REFUNDS | 1,876 | .00 | | 5,628 | .00 | | 22,515 | 22,515.00 |
| 335 | ** | STATE SHARED REVENUES | 133,733 | 131,237.26 | 98 | 401,199 | 136,110.04 | 34 | 1,604,813 | 1,468,702.96 |
| 337 | | GRANTS FROM LOCAL UNITS | | | | | | | | |
| 20 | 01 | 911 SURCHARGE FUNDS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 40 | 00 | TRANSPORTATION | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 40 | 01 | FDOT JOINT PARTICIPATION | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 40 | * | TRANSPORTATION | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 337 | ** | GRANTS FROM LOCAL UNITS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 338 | | SHARED REVENUE LOCAL UNIT | | | | | | | | |
| 10 | 01 | EMS 1ST RESPONDER | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 338 | ** | SHARED REVENUE LOCAL UNIT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 330 | *** | INTERGOVERNMENTAL REVENUE | 333,660 | 154,217.26 | 46 | 771,324 | 161,337.32 | 21 | 3,774,314 | 3,612,976.68 |
| 340 | | CHARGES FOR SERVICES | | | | | | | | |
| 341 | | GENERAL GOVERNMENT | | | | | | | | |
| 10 | 00 | RECORDING FEES | 0 | .00 | | 0 | .00 | | 0 | .00 |

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 |
|---|---|---|---|---|---|---|---|---|---|
| 340 | CHARGES FOR SERVICES | | | | | | | | |
| 341 | GENERAL GOVERNMENT | | | | | | | | |
| 15 00 | PUBLIC RECORDS MODERNIZAT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 21 00 | FINANCE/ACCOUNTING FEES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 23 00 | W/S UTILITY ACCT.FEES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 30 00 | ADMINISTRATIVE FEES | 447,249 | 447,250.00 | 100 | 1,341,747 | 1,341,750.00 | 100 | 5,366,988 | 4,025,238.00 |
| 31 00 | ADMIN FEES STORMWATER | 4,759 | 4,759.00 | 100 | 14,277 | 14,277.00 | 100 | 57,111 | 42,834.00 |
| 40 00 | CERTIFY/COPY/SEARCH | 10,870 | 6,911.59 | 64 | 32,610 | 25,274.74 | 78 | 130,440 | 105,165.26 |
| 90 12 | PASSPORT EXECUTION FEES | 552 | 675.00 | 122 | 1,656 | 1,875.00 | 113 | 6,634 | 4,759.00 |
| 341 ** | GENERAL GOVERNMENT | 463,430 | 459,595.59 | 99 | 1,390,290 | 1,383,176.74 | 100 | 5,561,173 | 4,177,996.26 |
| 342 | PUBLIC SAFETY | | | | | | | | |
| 10 00 | POLICE SERVICES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 90 00 | OTHER PUBLIC SAFETY | 0 | .00 | | 0 | 325.00 | | 0 | 325.00- |
| 90 01 | FALSE ALARM FEES | 625 | 1,040.00 | 166 | 1,875 | 3,160.00 | 169 | 7,510 | 4,350.00 |
| 90 02 | MOTOR VEHICLE ACCIDENT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 90 * | OTHER PUBLIC SAFETY | 625 | 1,040.00 | 166 | 1,875 | 3,485.00 | 186 | 7,510 | 4,025.00 |
| 342 ** | PUBLIC SAFETY | 625 | 1,040.00 | 166 | 1,875 | 3,485.00 | 186 | 7,510 | 4,025.00 |
| 343 | PHYSICAL ENVIRONMENT | | | | | | | | |
| 37 10 | BREVARD COUNTY | 33,235 | 34,799.46 | 105 | 99,705 | 69,515.05 | 70 | 398,820 | 329,304.95 |
| 37 11 | ROCKLEDGE | 20,995 | 21,226.96 | 101 | 62,985 | 42,781.21 | 68 | 251,940 | 209,158.79 |
| 37 12 | SUN LAKE | 274 | 280.90 | 103 | 822 | 568.16 | 69 | 3,291 | 2,722.84 |
| 37 13 | COLONY PARK | 149 | 149.46 | 100 | 447 | 296.80 | 66 | 1,791 | 1,494.20 |
| 37 16 | COCOA BEACH | 8,670 | 8,619.98 | 99 | 26,010 | 17,254.10 | 66 | 104,040 | 86,785.90 |
| 37 17 | CAPE CANAVERAL | 7,157 | 7,112.08 | 99 | 21,471 | 14,248.26 | 66 | 85,884 | 71,635.74 |
| 37 18 | TITUSVILLE | 312 | 320.12 | 103 | 936 | 643.42 | 69 | 3,745 | 3,101.58 |
| 37 * | WATER BILLING SERVICES | 70,792 | 72,508.96 | 102 | 212,376 | 145,307.00 | 68 | 849,511 | 704,204.00 |
| 39 01 | SERVICE CHARGES | 31,276 | 19,576.83 | 63 | 93,828 | 104,898.49 | 112 | 375,314 | 270,415.51 |
| 39 03 | ADMIN CHARGES | 33,211 | 30,900.00 | 93 | 99,633 | 93,420.00 | 94 | 398,542 | 305,122.00 |
| 39 04 | PENALTIES | 71,513 | 89,308.19 | 125 | 214,539 | 236,746.54 | 110 | 858,157 | 621,410.46 |
| 39 05 | NSF CHECKS | 2,673 | 2,578.92 | 97 | 8,019 | 9,414.61 | 117 | 32,079 | 22,664.39 |
| 39 * | WATER OTHER INCOME | 138,673 | 142,363.94 | 103 | 416,019 | 444,479.64 | 107 | 1,664,092 | 1,219,612.36 |
| 41 10 | GARBAGE REVENUES | 176,569 | 171,446.20 | 97 | 529,707 | 520,632.54 | 98 | 2,118,834 | 1,598,201.46 |
| 41 20 | RECYCLING REVENUE | 17,567 | 17,163.54 | 98 | 52,701 | 51,407.02 | 98 | 210,812 | 159,404.98 |
| 41 30 | GREEN WASTE | 15,023 | 14,495.91 | 97 | 45,069 | 43,709.13 | 97 | 180,283 | 136,573.87 |
| 41 * | GARBAGE COLLECTION | 209,159 | 203,105.65 | 97 | 627,477 | 615,748.69 | 98 | 2,509,929 | 1,894,180.31 |
| 45 10 | BILLING FEE - WEST WASTE | 7,939 | 7,964.04 | 100 | 23,817 | 15,924.66 | 67 | 95,268 | 79,343.34 |
| 45 20 | SALE - RECYCLING MATERIAL | 153 | 489.85 | 320 | 459 | 525.60 | 115 | 1,836 | 1,310.40 |

FUND 001 GENERAL FUND

| ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 340 | | CHARGES FOR SERVICES | | | | | | | | |
| 343 | | PHYSICAL ENVIRONMENT | | | | | | | | |
| 45 | * | GARBAGE - OTHER REVENUE | 8,092 | 8,453.89 | 105 | 24,276 | 16,450.26 | 68 | 97,104 | 80,653.74 |
| 46 | 10 | EARNED NOT BILLED | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 90 | 01 | MEDIAN MAINTENANCE | 4,361 | .00 | | 13,083 | 13,084.00 | 100 | 52,336 | 39,252.00 |
| 90 | 02 | ADOPT A MEDIAN PROGRAM | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 90 | 03 | FDOT MNT SIGNAL/HWY LIGHT | 8,364 | .00 | | 25,092 | .00 | | 100,369 | 100,369.00 |
| 90 | * | OTHER PHYSICAL ENVIRON | 12,725 | .00 | | 38,175 | 13,084.00 | 34 | 152,705 | 139,621.00 |
| 343 | ** | PHYSICAL ENVIRONMENT | 439,441 | 426,432.44 | 97 | 1,318,323 | 1,235,069.59 | 94 | 5,273,341 | 4,038,271.41 |
| 347 | | CULTURE/RECREATION | | | | | | | | |
| 20 | 10 | DOWNTOWN GAZEBO RENTAL | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 20 | 15 | JUNNY RIOS PARK RENTAL | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 20 | * | PARKS & RECREATION | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 39 | 00 | OTHER CULTURAL SERVICES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 39 | 10 | PORCHER HOUSE - REVENUES | 5,093 | 2,778.20 | 55 | 15,279 | 13,077.12 | 86 | 61,117 | 48,039.88 |
| 39 | 11 | TENANT MAINTENANCE FEES | 140 | 58.91 | 42 | 420 | 324.43 | 77 | 1,691 | 1,366.57 |
| 39 | 20 | COCOA CIVIC CENTER | 4,287 | 6,160.58 | 144 | 12,861 | 12,317.85 | 96 | 51,455 | 39,137.15 |
| 39 | 21 | CC - BRIDAL SHOWS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 39 | 30 | RIVERFRONT PARK | 1,690 | 1,210.00 | 72 | 5,070 | 2,564.86 | 51 | 20,287 | 17,722.14 |
| 39 | * | OTHER CULTURAL SERVICES | 11,210 | 10,207.69 | 91 | 33,630 | 28,284.26 | 84 | 134,550 | 106,265.74 |
| 40 | 01 | COCOA VILLAGE 10% GROSS | 1,680 | 5,548.79 | 330 | 5,040 | 8,698.98 | 173 | 20,165 | 11,466.02 |
| 40 | 05 | PERMIT FEES | 135 | 350.00 | 259 | 405 | 500.00 | 124 | 1,625 | 1,125.00 |
| 40 | 10 | MARDI GRAS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 40 | * | SPECIAL EVENTS | 1,815 | 5,898.79 | 325 | 5,445 | 9,198.98 | 169 | 21,790 | 12,591.02 |
| 50 | 10 | EVENT FEES | 822 | 1,522.82 | 185 | 2,466 | 4,440.05 | 180 | 9,873 | 5,432.95 |
| 50 | 20 | CONCESSION SALES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 50 | 30 | ADVERTISING/SPONSORSHIPS | 318 | .00 | | 954 | 1,250.00 | 131 | 3,818 | 2,568.00 |
| 50 | 40 | SCHOOL BOARD | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 50 | * | SPECIAL REC FACILITIES | 1,140 | 1,522.82 | 134 | 3,420 | 5,690.05 | 166 | 13,691 | 8,000.95 |
| 347 | ** | CULTURE/RECREATION | 14,165 | 17,629.30 | 125 | 42,495 | 43,173.29 | 102 | 170,031 | 126,857.71 |
| 349 | | OTHER CHARGES FOR SERVICE | | | | | | | | |
| 01 | 00 | CREDIT CARD FEES | 18 | .00 | | 54 | .00 | | 225 | 225.00 |
| 349 | ** | OTHER CHARGES FOR SERVICE | 18 | .00 | | 54 | .00 | | 225 | 225.00 |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 340 | | CHARGES FOR SERVICES | | | | | | | | |
| 349 | | OTHER CHARGES FOR SERVICE | | | | | | | | |
| 340 | *** | CHARGES FOR SERVICES | 917,679 | 904,697.33 | 99 | 2,753,037 | 2,664,904.62 | 97 | 11,012,280 | 8,347,375.38 |
| 350 | | FINES AND FORFEITURES | | | | | | | | |
| 351 | | JUDGMENTS AND FINES | | | | | | | | |
| 10 00 | | COUNTY COURT CRIMINAL | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 50 00 | | 800 MHZ FINES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 90 00 | | OTHER | 2,041 | 1,721.85 | 84 | 6,123 | 7,804.11 | 128 | 24,495 | 16,690.89 |
| 351 | ** | JUDGMENTS AND FINES | 2,041 | 1,721.85 | 84 | 6,123 | 7,804.11 | 128 | 24,495 | 16,690.89 |
| 354 | | LOCAL ORDINANCE VIOLATION | | | | | | | | |
| 00 00 | | LOCAL ORDINANCE VIOLATION | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 354 | ** | LOCAL ORDINANCE VIOLATION | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 355 | | FEDERAL | | | | | | | | |
| 00 00 | | FEDERAL | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 355 | ** | FEDERAL | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 356 | | STATE | | | | | | | | |
| 00 00 | | STATE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 356 | ** | STATE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 350 | *** | FINES AND FORFEITURES | 2,041 | 1,721.85 | 84 | 6,123 | 7,804.11 | 128 | 24,495 | 16,690.89 |
| 360 | | MISCELLANEOUS REVENUES | | | | | | | | |
| 361 | | INTEREST AND OTHR EARNING | | | | | | | | |
| 10 00 | | INTEREST | 3,612 | 1,900.82 | 53 | 10,836 | 6,637.11 | 61 | 43,355 | 36,717.89 |
| 20 00 | | DIVIDENDS | 0 | .00 | | 0 | 213.06 | | 0 | 213.06- |
| 38 00 | | NET INC/DEC-FMV INVESTMNT | 0 | .00 | | 0 | 34,787.09- | | 0 | 34,787.09 |
| 40 00 | | GAIN/LOSS SALE OF INVEST | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 361 | ** | INTEREST AND OTHR EARNING | 3,612 | 1,900.82 | 53 | 10,836 | 27,936.92- | 258 | 43,355 | 71,291.92 |
| 362 | | RENT AND ROYALTIES | | | | | | | | |
| 00 00 | | RENT AND ROYALTIES | 9,267 | 5,416.66 | 59 | 27,801 | 30,019.49 | 108 | 111,210 | 81,190.51 |
| 362 | ** | RENT AND ROYALTIES | 9,267 | 5,416.66 | 59 | 27,801 | 30,019.49 | 108 | 111,210 | 81,190.51 |
| 364 | | DISPOSITION FIXED ASSETS | | | | | | | | |
| 00 00 | | DISPOSITION FIXED ASSETS | 0 | 477.01 | | 0 | 477.01 | | 0 | 477.01- |
| 10 00 | | GAIN/LOSS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 20 00 | | INTERFUND LOANS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 364 | ** | DISPOSITION FIXED ASSETS | 0 | 477.01 | | 0 | 477.01 | | 0 | 477.01- |

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 |
|---|---|---|---|---|---|---|---|---|---|
| 360 | MISCELLANEOUS REVENUES | | | | | | | | |
| 364 | DISPOSITION FIXED ASSETS | | | | | | | | |
| 365 | SALES OF SURPLUS SCRAP | | | | | | | | |
| 00 00 | SALES OF SURPLUS SCRAP | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 365 ** | SALES OF SURPLUS SCRAP | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 366 | CONTRIBUTIONS & DONATIONS | | | | | | | | |
| 00 00 | CONTRIBUTIONS & DONATIONS | 6,250 | 7,427.50 | 119 | 18,750 | 22,392.50 | 119 | 75,000 | 52,607.50 |
| 10 09 | POLICE/FIRE DEPTS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 10 10 | CONTRIBS FOR K-9 | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 10 12 | V-COP REVENUES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 10 20 | TOY DRIVE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 10 * | DONATIONS-PRIVATE SOURCES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 366 ** | CONTRIBUTIONS & DONATIONS | 6,250 | 7,427.50 | 119 | 18,750 | 22,392.50 | 119 | 75,000 | 52,607.50 |
| 367 | LICENSES | | | | | | | | |
| 00 00 | LICENSES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 367 ** | LICENSES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 368 | PENSION CONTRIBUTIONS | | | | | | | | |
| 00 00 | PENSION CONTRIBUTIONS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 21 00 | POLICE STATE CONTRIBUTION | 11,974 | .00 | | 35,922 | .00 | | 143,695 | 143,695.00 |
| 22 00 | FIRE STATE CONTRIBUTION | 10,943 | .00 | | 32,829 | .00 | | 131,316 | 131,316.00 |
| 368 ** | PENSION CONTRIBUTIONS | 22,917 | .00 | | 68,751 | .00 | | 275,011 | 275,011.00 |
| 369 | OTHER MISC REVENUES | | | | | | | | |
| 90 00 | OTHER MISC REVENUES | 7,598 | 5,456.66 | 72 | 22,794 | 7,310.48 | 32 | 91,182 | 83,871.52 |
| 90 01 | COKE MACHINE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 90 02 | POLICE SECURITY SERVICES | 2,376 | 3,800.00 | 160 | 7,128 | 7,770.00 | 109 | 28,515 | 20,745.00 |
| 90 03 | CODE ENF ABATE/DEMO REV | 5,173 | 2,165.00 | 42 | 15,519 | 36,909.99 | 238 | 62,084 | 25,174.01 |
| 90 04 | MISC. POLICE REVENUES | 0 | 73.23 | | 0 | 253.22 | | 0 | 253.22- |
| 90 05 | INVESTIGATIVE COSTS REIM | 4,435 | 3,305.74 | 75 | 13,305 | 9,614.11 | 72 | 53,230 | 43,615.89 |
| 90 06 | SETTLEMENTS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 90 07 | FLORIDA HARDEST HIT | 833 | 1,075.00 | 129 | 2,499 | 1,575.00 | 63 | 10,000 | 8,425.00 |
| 90 08 | ATF TASK FORCE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 90 09 | PROPERTY REGISTRATION | 3,618 | 2,800.00 | 77 | 10,854 | 6,600.00 | 61 | 43,418 | 36,818.00 |
| 90 10 | POLICE STRIKEFORCE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 90 11 | EXCESS INSURANCE PREMIUM | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 90 99 | COCOA PLAYHOUSE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 90 * | OTHER MISC REVENUES | 24,033 | 18,675.63 | 78 | 72,099 | 70,032.80 | 97 | 288,429 | 218,396.20 |
| 96 00 | INSURANCE REFUND PROCEEDS | 0 | 38,730.00 | | 0 | 38,730.00 | | 0 | 38,730.00- |

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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 360 | | MISCELLANEOUS REVENUES | | | | | | | | |
| 369 | | OTHER MISC REVENUES | | | | | | | | |
| 369 | ** | OTHER MISC REVENUES | 24,033 | 57,405.63 | 239 | 72,099 | 108,762.80 | 151 | 288,429 | 179,666.20 |
| 360 | *** | MISCELLANEOUS REVENUES | 66,079 | 72,627.62 | 110 | 198,237 | 133,714.88 | 68 | 793,005 | 659,290.12 |
| 380 | | OTHER SOURCES(NON-REV) | | | | | | | | |
| 381 | | INTERFUND TRANSFER | | | | | | | | |
| 91 | 03 | CDBG (103) | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 | 10 | TRANSFER FROM REDEVELOP | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 | 11 | TRANSFER FROM DIAMOND SQ | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 | 12 | US1 CORRIDOR (112) | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 | 21 | WATER SEWER FUND (421) | 15,366 | .00 | | 46,098 | .00 | | 184,400 | 184,400.00 |
| 91 | 23 | STORMWATER | 1,562 | .00 | | 4,686 | .00 | | 18,750 | 18,750.00 |
| 91 | 25 | RESTRICTED ASSETS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 | 30 | CAP PROJECT FUND | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 | 41 | TRANSFER FROM CONSFICATED | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 | * | TRANSFER FROM | 16,928 | .00 | | 50,784 | .00 | | 203,150 | 203,150.00 |
| 381 | ** | INTERFUND TRANSFER | 16,928 | .00 | | 50,784 | .00 | | 203,150 | 203,150.00 |
| 382 | | CONTRIBUTIONS ENTERPRISE | | | | | | | | |
| 40 | 00 | CONTRIBUTIONS WATER REV. | 441,666 | 441,667.00 | 100 | 1,324,998 | 1,325,001.00 | 100 | 5,300,000 | 3,974,999.00 |
| 40 | 01 | 6% CONTRIBUTION | 115,670 | 115,670.00 | 100 | 347,010 | 347,010.00 | 100 | 1,388,042 | 1,041,032.00 |
| 40 | * | CONTRIBUTIONS WATER REV. | 557,336 | 557,337.00 | 100 | 1,672,008 | 1,672,011.00 | 100 | 6,688,042 | 5,016,031.00 |
| 382 | ** | CONTRIBUTIONS ENTERPRISE | 557,336 | 557,337.00 | 100 | 1,672,008 | 1,672,011.00 | 100 | 6,688,042 | 5,016,031.00 |
| 383 | | INSTLMT PURCH/CAP LEASE | | | | | | | | |
| 10 | 00 | INSTALMNT PURC/CAP LEASE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 383 | ** | INSTLMT PURCH/CAP LEASE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 384 | | DEBT PROCEEDS | | | | | | | | |
| 00 | 00 | DEBT PROCEEDS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 384 | ** | DEBT PROCEEDS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 385 | | PROCEEDS REFUNDING BONDS | | | | | | | | |
| 00 | 00 | PROCEEDS REFUNDING BONDS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 385 | ** | PROCEEDS REFUNDING BONDS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 389 | | NON OPERATING SOURCES | | | | | | | | |
| 85 | 00 | CONTRIBUTIONS-SUBDIVIDERS | 0 | .00 | | 0 | .00 | | 0 | .00 |

FUND 001 GENERAL FUND

| ACCOUNT | ACCOUNT DESCRIPTION | ********** CURRENT ESTIMATED | ACTUAL | %REV | ******** YEAR-TO-DATE ESTIMATED | ACTUAL | %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 380 | OTHER SOURCES(NON-REV) | | | | | | | | |
| 389 | NON OPERATING SOURCES | | | | | | | | |
| 90 00 | OTHER NONOPERATING SOURCE | 6,846 | .00 | | 20,538 | .00 | | 82,154 | 82,154.00 |
| 99 10 | CASH CARRY FORWARD | 9,166 | .00 | | 27,498 | .00 | | 110,000 | 110,000.00 |
| 99 11 | RESTR. CASH CARRY FORWARD | 46,009 | .00 | | 46,009 | .00 | | 460,094 | 460,094.00 |
| 99 50 | FUND BAL-APPROP. RESERVES | 401,366 | .00 | | 1,414,970 | .00 | | 5,027,272 | 5,027,272.00 |
| 99 * | BALANCE FORWARD | 456,541 | .00 | | 1,488,477 | .00 | | 5,597,366 | 5,597,366.00 |
| 389 ** | NON OPERATING SOURCES | 463,387 | .00 | | 1,509,015 | .00 | | 5,679,520 | 5,679,520.00 |
| 380 *** | OTHER SOURCES(NON-REV) | 1,037,651 | 557,337.00 | 54 | 3,231,807 | 1,672,011.00 | 52 | 12,570,712 | 10,898,701.00 |
| FUND TOTAL | GENERAL FUND | 3,206,147 | 6,291,700.26 | 196 | 9,507,639 | 9,918,280.60 | 104 | 38,363,343 | 28,445,062.40 |

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

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 | 2550 | 2550.00 | 100 | 7650 | 7650.00 | 100 | .00 | 30600 | 22950.00 | 25 |
| 11 ** | EXECUTIVE SALARIES | 2550 | 2550.00 | 100 | 7650 | 7650.00 | 100 | .00 | 30600 | 22950.00 | 25 |
| 12-00 | REGULAR SALARIES & WAGES | 901817 | 957864.13 | 106 | 2712704 | 2391046.54 | 88 | .00 | 10829156 | 8438109.46 | 22 |
| 12-06 | SALARIES/CONTRACTUAL | 1364 | 2300.00 | 169 | 2728 | 5256.25 | 193 | .00 | 15000 | 9743.75 | 35 |
| 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 |
| 12-11 | LEAVE INCENTIVE SELL BACK | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-12 | ACCRUAL PAYOUTS | 2386 | 44747.98 | 1875 | 4772 | 71001.33 | 1488 | .00 | 26255 | 44746.33- | 270 |
| 12-13 | COPS CHRP | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12 ** | REGULAR SALARIES & WAGES | 905567 | 1004912.11 | 111 | 2720204 | 2467304.12 | 91 | .00 | 10870411 | 8403106.88 | 23 |
| 13-00 | OTHER SALARIES & WAGES | 93434 | 96361.33 | 103 | 280302 | 238672.63 | 85 | .00 | 1121265 | 882592.37 | 21 |
| 13 ** | OTHER SALARIES & WAGES | 93434 | 96361.33 | 103 | 280302 | 238672.63 | 85 | .00 | 1121265 | 882592.37 | 21 |
| 14-00 | OVERTIME | 33661 | 35161.64 | 105 | 100983 | 76908.64 | 76 | .00 | 404000 | 327091.36 | 19 |
| 14-01 | COMP TIME | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 14 ** | OVERTIME | 33661 | 35161.64 | 105 | 100983 | 76908.64 | 76 | .00 | 404000 | 327091.36 | 19 |
| 15-00 | SPECIAL PAY | 23843 | 30462.24 | 128 | 68274 | 81826.19 | 120 | .00 | 282866 | 201039.81 | 29 |
| 15 ** | SPECIAL PAY | 23843 | 30462.24 | 128 | 68274 | 81826.19 | 120 | .00 | 282866 | 201039.81 | 29 |
| 20-00 | CLOTHING/SHOE ALLOWANCE | 1704 | .00 | 0 | 5112 | 4419.72 | 87 | .00 | 20492 | 16072.28 | 22 |
| 20 ** | CLOTHING/SHOE ALLOWANCE | 1704 | .00 | 0 | 5112 | 4419.72 | 87 | .00 | 20492 | 16072.28 | 22 |
| 21-00 | FICA TAXES | 83304 | 86308.31 | 104 | 249912 | 211493.60 | 85 | .00 | 999739 | 788245.40 | 21 |
| 21 ** | FICA TAXES | 83304 | 86308.31 | 104 | 249912 | 211493.60 | 85 | .00 | 999739 | 788245.40 | 21 |
| 22-00 | RETIREMENT CONTRIBUTIONS | 45787 | 50307.82 | 110 | 137361 | 125293.26 | 91 | .00 | 549536 | 424242.74 | 23 |
| 22-01 | LICENSED POLICE/FIRE | 198661 | 259737.17 | 131 | 594737 | 636986.56 | 107 | .00 | 2382701 | 1745714.44 | 27 |
| 22-02 | STATE CONTRIBUTIONS | 22917 | .00 | 0 | 68751 | .00 | 0 | .00 | 275011 | 275011.00 | 0 |
| 22-03 | ICMA - CITY MANAGER | 668 | 712.20 | 107 | 2004 | 1770.31 | 88 | .00 | 8021 | 6250.69 | 22 |

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 | 268033 | 310757.19 | 116 | 802853 | 764050.13 | 95 | .00 | 3215269 | 2451218.87 | 24 |
| 23-00 | LIFE/HEALTH INSURANCE | 256995 | 201885.16 | 79 | 770985 | 591443.11 | 77 | 15105.60 | 3084059 | 2477510.29 | 20 |
| 23-03 | CONTRA CIGNA SAVINGS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23 ** | LIFE/HEALTH INSURANCE | 256995 | 201885.16 | 79 | 770985 | 591443.11 | 77 | 15105.60 | 3084059 | 2477510.29 | 20 |
| 24-00 | WORKER'S COMPENSATION | 52595 | 37246.61 | 71 | 157785 | 102160.33 | 65 | .00 | 631220 | 529059.67 | 16 |
| 24 ** | WORKER'S COMPENSATION | 52595 | 37246.61 | 71 | 157785 | 102160.33 | 65 | .00 | 631220 | 529059.67 | 16 |
| 25-00 | UNEMPLOYMENT COMPENSATION | 1818 | .00 | 0 | 3636 | .00 | 0 | .00 | 20000 | 20000.00 | 0 |
| 25 ** | UNEMPLOYMENT COMPENSATION | 1818 | .00 | 0 | 3636 | .00 | 0 | .00 | 20000 | 20000.00 | 0 |
| 27-00 | CAFETERIA PLAN | 19092 | 17780.00 | 93 | 57276 | 53522.30 | 93 | .00 | 229110 | 175587.70 | 23 |
| 27 ** | CAFETERIA PLAN | 19092 | 17780.00 | 93 | 57276 | 53522.30 | 93 | .00 | 229110 | 175587.70 | 23 |
| 31-00 | PROFESSIONAL SERVICES | 45618 | 38738.50 | 85 | 136854 | 60190.75 | 44 | 190024.25 | 547455 | 297240.00 | 46 |
| 31-01 | LEGAL FEES | 36302 | 26290.84 | 72 | 108906 | 51652.67 | 47 | 336977.33 | 435630 | 47000.00 | 89 |
| 31-02 | MEDICAL SERVICES | 2588 | .00 | 0 | 7764 | 523.86 | 7 | 28299.54 | 31067 | 2243.60 | 93 |
| 31-03 | ENGINEERING SERVICES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-05 | EMS 1ST RESPONDER | 1093 | .00 | 0 | 3279 | 13125.00 | 400 | .00 | 13125 | .00 | 100 |
| 31-33 | EMPLOYEE HEALTH CENTER | 19272 | 5187.67 | 27 | 57816 | 24963.54 | 43 | 109940.46 | 231264 | 96360.00 | 58 |
| 31 ** | PROFESSIONAL SERVICES | 104873 | 70217.01 | 67 | 314619 | 150455.82 | 48 | 665241.58 | 1258541 | 442843.60 | 65 |
| 32-00 | ACCOUNTING & AUDITING | 3625 | .00 | 0 | 10875 | 6015.00 | 55 | 37485.00 | 43500 | .00 | 100 |
| 32 ** | ACCOUNTING & AUDITING | 3625 | .00 | 0 | 10875 | 6015.00 | 55 | 37485.00 | 43500 | .00 | 100 |
| 34-00 | CONTRACT SERVICES | 72826 | 32347.88 | 44 | 218478 | 225375.66 | 103 | 513557.16 | 873993 | 135060.18 | 85 |
| 34-03 | CUSTOMER SERVICE CONTRACT | 152617 | 150338.38 | 99 | 457851 | 300169.79 | 66 | .00 | 1831411 | 1531241.21 | 16 |
| 34-07 | JANITORIAL CONTRACT SVS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34-09 | MOWING CONTRACTS | 1250 | .00 | 0 | 3750 | 1710.00 | 46 | 9690.00 | 15000 | 3600.00 | 76 |
| 34-10 | COST OF GENERAL FUND SVCS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34 ** | CONTRACT SERVICES | 226693 | 182686.26 | 81 | 680079 | 527255.45 | 78 | 523247.16 | 2720404 | 1669901.39 | 39 |

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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 39-00 | CONTINGENCY | 15978 | .00 | 0 | 47934 | .00 | 0 | .00 | 191737 | 191737.00 | 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 |
| 39-11 | SERIES 2010 GF BOND | 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 | 20425 | .00 | 0 | 52381 | .00 | 0 | .00 | 191737 | 191737.00 | 0 |
| 40-00 | TRAVEL & PER DIEM | 3072 | 1179.55 | 38 | 9216 | 2601.30 | 28 | .00 | 36956 | 34354.70 | 7 |
| 40-01 | CAR ALLOWANCE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 40 ** | TRAVEL & PER DIEM | 3072 | 1179.55 | 38 | 9216 | 2601.30 | 28 | .00 | 36956 | 34354.70 | 7 |
| 41-00 | COMMUNICATION | 11295 | 3213.00 | 28 | 34191 | 26301.86 | 77 | 98746.15 | 135895 | 10846.99 | 92 |
| 41 ** | COMMUNICATION | 11295 | 3213.00 | 28 | 34191 | 26301.86 | 77 | 98746.15 | 135895 | 10846.99 | 92 |
| 42-00 | POSTAGE & FREIGHT | 35265 | 32354.31 | 92 | 105795 | 97501.24 | 92 | 283384.20 | 423270 | 42384.56 | 90 |
| 42 ** | POSTAGE & FREIGHT | 35265 | 32354.31 | 92 | 105795 | 97501.24 | 92 | 283384.20 | 423270 | 42384.56 | 90 |
| 43-00 | ELECTRIC/WATER/SEWER | 53520 | 46961.60 | 88 | 160560 | 114006.22 | 71 | 467385.15 | 642268 | 60876.63 | 91 |
| 43 ** | ELECTRIC/WATER/SEWER | 53520 | 46961.60 | 88 | 160560 | 114006.22 | 71 | 467385.15 | 642268 | 60876.63 | 91 |
| 44-00 | RENTALS AND LEASES | 15126 | 247.85 | 2 | 42354 | 28514.69 | 67 | 128714.67 | 178536 | 21306.64 | 88 |
| 44 ** | RENTALS AND LEASES | 15126 | 247.85 | 2 | 42354 | 28514.69 | 67 | 128714.67 | 178536 | 21306.64 | 88 |
| 45-00 | INSURANCE | 31821 | 84567.29 | 266 | 95463 | 171264.34 | 179 | .00 | 381904 | 210639.66 | 45 |
| 45 ** | INSURANCE | 31821 | 84567.29 | 266 | 95463 | 171264.34 | 179 | .00 | 381904 | 210639.66 | 45 |
| 46-00 | REPAIRS & MAINTENANCE | 31764 | 14001.49 | 44 | 97395 | 133160.73 | 137 | 66196.25 | 383336 | 183979.02 | 52 |
| 46-02 | REPAIR/MAINT BUILDING | 48759 | 6662.08 | 14 | 146277 | 13051.78 | 9 | 60669.56 | 585116 | 511394.66 | 13 |
| 46-03 | REPAIR/MAINT-VEHICLES | 19613 | 20536.66 | 105 | 58839 | 32600.43 | 55 | 6993.12 | 235413 | 195819.45 | 17 |
| 46-05 | HYDRANT FEES | 12083 | 12045.60 | 100 | 36249 | 36136.80 | 100 | .00 | 145000 | 108863.20 | 25 |
| 46-15 | INSURED VEHICLE ACCIDENT | 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 46 ** | REPAIRS & MAINTENANCE | 112219 | 53245.83 | 47 | 338760 | 214949.74 | 64 | 133858.93 | 1348865 | 1000056.33 | 26 |
| 47-00 | PRINTING & BINDING | 1272 | 438.45 | 35 | 3816 | 3579.30 | 94 | 929.50 | 15327 | 10818.20 | 29 |
| 47 ** | PRINTING & BINDING | 1272 | 438.45 | 35 | 3816 | 3579.30 | 94 | 929.50 | 15327 | 10818.20 | 29 |
| 48-00 | PROMOTIONAL ACTIVITIES | 5574 | 2757.93 | 50 | 16722 | 4337.90 | 26 | 5719.00 | 66925 | 56868.10 | 15 |
| 48-11 | BUSINESS ASSIST. PROGRAM | 1666 | .00 | 0 | 4998 | .00 | 0 | .00 | 20000 | 20000.00 | 0 |
| 48-12 | CHRISTMAS TREE EVENT 2009 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 48 ** | PROMOTIONAL ACTIVITIES | 7240 | 2757.93 | 38 | 21720 | 4337.90 | 20 | 5719.00 | 86925 | 76868.10 | 12 |
| 49-00 | OTHER CHARGES & OBLIG. | 36297 | 5228.70 | 14 | 110709 | 37347.14 | 34 | 53836.60 | 437435 | 346251.26 | 21 |
| 49-02 | ADVERTISING | 25 | .00 | 0 | 75 | .00 | 0 | .00 | 300 | 300.00 | 0 |
| 49-05 | BROWNFIELDS REDEV PROG | 33333 | .00 | 0 | 99999 | 4569.47 | 5 | 55450.00 | 400000 | 339980.53 | 15 |
| 49-06 | BROWNFIELD PROG CITY COST | 625 | .00 | 0 | 1875 | .00 | 0 | .00 | 7500 | 7500.00 | 0 |
| 49-07 | BAD DEBT EXPENSE | 12832 | 7909.36- | 62- | 38496 | 39664.06- | 103- | .00 | 154000 | 193664.06 | 26- |
| 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 ** | OTHER CHARGES & OBLIG. | 83112 | 2680.66- | 3- | 251154 | 2252.55 | 1 | 109286.60 | 999235 | 887695.85 | 11 |
| 52-00 | OPERATING SUPPLIES | 66746 | 111240.58 | 167 | 197786 | 234619.43 | 119 | 52133.63 | 798619 | 511865.94 | 36 |
| 52-02 | UNIFORMS | 1566 | 335.94 | 22 | 4698 | 463.91 | 10 | 10622.09 | 18800 | 7714.00 | 59 |
| 52-05 | EMS 1st RESP-CONSUM SUPP | 2331 | 1804.70 | 77 | 6993 | 4657.56 | 67 | 1317.58 | 27981 | 22005.86 | 21 |
| 52-07 | JANITORIAL SUPPLIES | 2084 | 1732.07 | 83 | 6252 | 4749.97 | 76 | .00 | 25018 | 20268.03 | 19 |
| 52-10 | HEATING FUEL | 110 | 82.08 | 75 | 330 | 244.55 | 74 | 1081.45 | 1326 | .00 | 100 |
| 52-30 | FUEL, OIL, & LUBRICANTS | 23481 | 13303.88 | 57 | 70443 | 30536.84 | 43 | .00 | 281828 | 251291.16 | 11 |
| 52-33 | EMPLOYEE HEALTH CENTER | 4672 | .00 | 0 | 14016 | 6402.59 | 46 | 26301.41 | 56064 | 23360.00 | 58 |
| 52 ** | OPERATING SUPPLIES | 100990 | 128499.25 | 127 | 300518 | 281674.85 | 94 | 91456.16 | 1209636 | 836504.99 | 31 |
| 53-00 | ROAD MATERIALS/SUPPLIES | 8833 | 1071.67 | 12 | 26499 | 2875.91 | 11 | 19409.09 | 106000 | 83715.00 | 21 |

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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 53 ** | ROAD MATERIALS/SUPPLIES | 8833 | 1071.67 | 12 | 26499 | 2875.91 | 11 | 19409.09 | 106000 | 83715.00 | 21 |
| 54-00 | MEMBERSHIP/PUBLICATIONS | 3043 | 3835.57 | 126 | 9029 | 17283.82 | 191 | 460.00 | 36510 | 18766.18 | 49 |
| 54 ** | MEMBERSHIP/PUBLICATIONS | 3043 | 3835.57 | 126 | 9029 | 17283.82 | 191 | 460.00 | 36510 | 18766.18 | 49 |
| 55-00 | TRAINING | 6260 | 1861.50 | 30 | 18780 | 10248.50 | 55 | 748.00 | 75236 | 64239.50 | 15 |
| 55 ** | TRAINING | 6260 | 1861.50 | 30 | 18780 | 10248.50 | 55 | 748.00 | 75236 | 64239.50 | 15 |
| 58-97 | LABOR | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 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 | 22916 | .00 | 0 | 68748 | .00 | 0 | 37856.08 | 275000 | 237143.92 | 14 |
| 62-33 | EMPLOYEE HEALTH CENTER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 62 ** | BUILDINGS | 22916 | .00 | 0 | 68748 | .00 | 0 | 37856.08 | 275000 | 237143.92 | 14 |
| 63-00 | INFRASTRUCTURE | 203001 | .00 | 0 | 498199 | 53973.83 | 11 | 1359089.22 | 2325206 | 912142.95 | 61 |
| 63 ** | INFRASTRUCTURE | 203001 | .00 | 0 | 498199 | 53973.83 | 11 | 1359089.22 | 2325206 | 912142.95 | 61 |
| 64-00 | MACHINERY AND EQUIPMENT | 173093 | 168572.41 | 97 | 523444 | 234892.45 | 45 | 1190427.86 | 2081323 | 656002.69 | 69 |
| 64-01 | JAG GRANT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 64-15 | IT HARDWARE | 4652 | .00 | 0 | 13956 | .00 | 0 | .00 | 55835 | 55835.00 | 0 |
| 64-33 | EMPLOYEE HEALTH CENTER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 64 ** | MACHINERY AND EQUIPMENT | 177745 | 168572.41 | 95 | 537400 | 234892.45 | 44 | 1190427.86 | 2137158 | 711837.69 | 67 |
| 68-10 | SOFTWARE | 6383 | .00 | 0 | 19149 | 46253.14 | 242 | 19760.00 | 76600 | 10586.86 | 86 |
| 68 ** | INTANGIBLE ASSETS | 6383 | .00 | 0 | 19149 | 46253.14 | 242 | 19760.00 | 76600 | 10586.86 | 86 |

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 |
| 73-00 | '93 BOND ADMIN EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 73 ** | '93 BOND ADMIN EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 81-00 | AIDS TO GOVT AGENCY | 53500 | .00 | 0 | 160500 | .00 | 0 | .00 | 642003 | 642003.00 | 0 |
| 81 ** | AIDS TO GOVT AGENCY | 53500 | .00 | 0 | 160500 | .00 | 0 | .00 | 642003 | 642003.00 | 0 |
| 82-01 | ECON DEV INCENTIVE CONTR | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 82 ** | AIDS TO PRIVATE ORGANIZAT | 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 | 8966 | .00 | 0 | 26898 | .00 | 0 | .00 | 107600 | 107600.00 | 0 |
| 83 ** | OTHER GRANTS AND AIDS | 8966 | .00 | 0 | 26898 | .00 | 0 | .00 | 107600 | 107600.00 | 0 |
| 91-03 | CDBG (103) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-04 | BC HOME (104) | 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 | 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 |
| 91-23 | 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 | 166666 | .00 | 0 | 499998 | .00 | 0 | .00 | 2000000 | 2000000.00 | 0 |
| 91-52 | SELF INSURANCE FUND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91 ** | INTERFUND TRANSFER | 166666 | .00 | 0 | 499998 | .00 | 0 | .00 | 2000000 | 2000000.00 | 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| FUND 001 | TOTAL ********* | | | | | | | | | | |
| | GENERAL FUND | 3210457 | 2602453.41 | 81 | 9511673 | 6595688.68 | 69 | 5188309.95 | 38363343 | 26579344.37 | 31 |
| GRAND | TOTAL ********* | | | | | | | | | | |
| | | 3210457 | 2602453.41 | 81 | 9511673 | 6595688.68 | 69 | 5188309.95 | 38363343 | 26579344.37 | 31 |

# FY 2016 Budget by Classification Report - Summary Listing

Through 12/31/2015

Target for December is 25%

## FUND 421 - WATER/SEWER FUND

| | Amended Budget | YTD Encumbrances | YTD Actual Transactions | Budget - YTD Transactions | % Used/Rec'd |
|---|---|---|---|---|---|
| **REVENUE** | | | | | |
| IMPACT FEES | $ 1,475,632 | | $ 300,550.00 | $ 1,175,082.00 | 20% |
| CHARGES FOR SERVICES | $ 55,252,361 | | $ 12,830,090.30 | $ 42,422,270.70 | 23% |
| MISCELLANEOUS | $ 118,715 | | $ (24,597.57) | $ 143,312.57 | -21% |
| OTHER SOURCES (NON-REVENUE) | $ 30,726,319 | | $ 105,110.14 | $ 30,621,208.86 | 0% |
| **REVENUE TOTALS** | **$ 87,573,027** | **-** | **$ 13,211,152.87** | **$ 74,361,874.13** | **15%** |

Note: The negative balance in the miscellaneous revenue is due to reversing entry from the prior year.

| | | | | | |
|---|---|---|---|---|---|
| **EXPENSE** | | | | | |
| SALARIES AND BENEFITS | $ 12,603,126 | $ 5,454.80 | $ 2,460,151.35 | $ 10,137,519.85 | 20% |
| OPERATING EXPENDITURES | $ 21,606,828 | $ 7,640,750.79 | $ 3,385,949.84 | $ 10,580,127.37 | 51% |
| CAPITAL OUTLAY | $ 37,494,734 | $ 12,726,596.48 | $ 777,462.78 | $ 23,990,674.74 | 36% |
| GRANTS, AIDS AND OTHER | $ 15,868,339 | $ - | $ 1,672,011.00 | $ 14,196,328.00 | 11% |
| **EXPENSE TOTALS** | **$ 87,573,027** | **$ 20,372,802.07** | **$ 8,295,574.97** | **$ 58,904,649.96** | 33% |

| | | | | | |
|---|---|---|---|---|---|
| **REVENUE TOTALS** | **$ 87,573,027** | **$ -** | **$ 13,211,152.87** | **$ 74,361,874.13** | **15%** |
| **EXPENSE TOTALS** | **$ 87,573,027** | **$ 20,372,802.07** | **$ 8,295,574.97** | **$ 58,904,649.96** | **33%** |
| | **$ -** | **$ (20,372,802.07)** | **$ 4,915,577.90** | | |

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

| 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 10 | WATER - RESIDENTIAL | 56,492 | 87,800.00 | 155 | 169,476 | 227,850.00 | 134 | 677,913 | 450,063.00 |
| 03 11 | WATER - COMMERCIAL | 58,798 | 49,700.00 | 85 | 176,394 | 55,825.00 | 32 | 705,582 | 649,757.00 |
| 03 20 | SEWER - RESIDENTIAL | 691 | 15,000.00 | 2171 | 2,073 | 15,000.00 | 724 | 8,292 | 6,708.00- |
| 03 21 | SEWER - COMMERCIAL | 6,987 | 1,875.00 | 27 | 20,961 | 1,875.00 | 9 | 83,845 | 81,970.00 |
| 03 * | IMPACT FEES | 122,968 | 154,375.00 | 126 | 368,904 | 300,550.00 | 82 | 1,475,632 | 1,175,082.00 |
| 324 ** | IMPACT FEES | 122,968 | 154,375.00 | 126 | 368,904 | 300,550.00 | 82 | 1,475,632 | 1,175,082.00 |
| 320 *** | OTHER PERMITS & FEES | 122,968 | 154,375.00 | 126 | 368,904 | 300,550.00 | 82 | 1,475,632 | 1,175,082.00 |
| 330 | INTERGOVERNMENTAL REVENUE | | | | | | | | |
| 331 | FEDERAL GRANTS | | | | | | | | |
| 90 00 | OTHER FEDERAL GRANT-BABS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 331 ** | FEDERAL GRANTS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 337 | GRANTS FROM LOCAL UNITS | | | | | | | | |
| 30 00 | PHYSICAL ENVIRONMENT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 30 02 | SJRWMD - BRACCO RESERVOIR | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 30 08 | SJRWMD - SUPP SUPPLY WELL | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 30 * | PHYSICAL ENVIRONMENT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 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 | | | | | | | | |
| 30 10 | EARNED NOT BILLED | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 31 00 | WATER SALES | 3,906,059 | 3,602,292.67 | 92 | 11,718,177 | 10,747,824.83 | 92 | 46,872,714 | 36,124,889.17 |
| 33 00 | WATER CONNECTION FEE | 20,000 | 46,429.42 | 232 | 60,000 | 99,440.22 | 166 | 240,000 | 140,559.78 |
| 33 02 | WATER CONNECT - GRISSOM | 0 | 262.36 | | 0 | 262.36 | | 0 | 262.36- |
| 33 * | WATER CONNECTION FEE | 20,000 | 46,691.78 | 234 | 60,000 | 99,702.58 | 166 | 240,000 | 140,297.42 |
| 36 00 | WATER HYDRANT FEES | 211,026 | 222,440.94 | 105 | 633,078 | 664,007.39 | 105 | 2,532,321 | 1,868,313.61 |
| 39 00 | WATER OTHER INCOME | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 39 02 | FDOT EASEMENT PAYMENT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 39 06 | HYDRANT RESID FLOW TEST | 125 | 400.00 | 320 | 375 | 1,400.00 | 373 | 1,500 | 100.00 |
| 39 07 | BACKFLOW DEVICE TEST | 12,083 | 13,799.34 | 114 | 36,249 | 40,164.76 | 111 | 145,000 | 104,835.24 |
| 39 08 | JUMPER METERS | 58 | 150.00 | 259 | 174 | 550.00 | 316 | 700 | 150.00 |
| 39 09 | PLAN REVIEW/CONST INSPECT | 1,000 | 1,000.00 | 100 | 3,000 | 4,500.00 | 150 | 12,000 | 7,500.00 |
| 39 10 | BACKFLOW PRV/RLCT TEMP | 208 | 110.84 | 53 | 624 | 271.68 | 44 | 2,500 | 2,228.32 |

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

| ACCOUNT | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 340 | CHARGES FOR SERVICES | | | | | | | | |
| 343 | PHYSICAL ENVIRONMENT | | | | | | | | |
| 39 11 | PORT ACCESS CHARGE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 39 12 | CROSS CONNECTION CONTROL | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 39 * | WATER OTHER INCOME | 13,474 | 15,460.18 | 115 | 40,422 | 46,886.44 | 116 | 161,700 | 114,813.56 |
| 51 00 | SEWER SALES | 428,465 | 410,525.18 | 96 | 1,285,395 | 1,186,077.73 | 92 | 5,141,581 | 3,955,503.27 |
| 51 10 | EARNED NOT BILLED | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 51 * | SEWER SALES | 428,465 | 410,525.18 | 96 | 1,285,395 | 1,186,077.73 | 92 | 5,141,581 | 3,955,503.27 |
| 53 02 | SEWER CONNECT - FINANCED | 0 | 228.57 | | 0 | 685.71 | | 0 | 685.71- |
| 53 04 | SEWER CONNECT- GRISSOM | 0 | 1,500.87 | | 0 | 1,500.87 | | 0 | 1,500.87- |
| 53 05 | REUSE CONNECT - GRISSOM | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 53 * | SEWER CONNECTION FEES | 0 | 1,729.44 | | 0 | 2,186.58 | | 0 | 2,186.58- |
| 59 01 | GREASE TRAP PERMITS | 516 | 538.33 | 104 | 1,548 | 1,585.83 | 102 | 6,200 | 4,614.17 |
| 60 00 | REUSE WATER | 23,820 | 26,710.85 | 112 | 71,460 | 79,619.30 | 111 | 285,845 | 206,225.70 |
| 60 01 | REUSE WATER INSTALLATION | 1,000 | 1,283.81 | 128 | 3,000 | 2,199.62 | 73 | 12,000 | 9,800.38 |
| 60 10 | EARNED NOT BILLED | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 60 * | REUSE WATER | 24,820 | 27,994.66 | 113 | 74,460 | 81,818.92 | 110 | 297,845 | 216,026.08 |
| 90 10 | OTHER EARNED NOT BILLED | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 343 ** | PHYSICAL ENVIRONMENT | 4,604,360 | 4,327,673.18 | 94 | 13,813,080 | 12,830,090.30 | 93 | 55,252,361 | 42,422,270.70 |
| 340 *** | CHARGES FOR SERVICES | 4,604,360 | 4,327,673.18 | 94 | 13,813,080 | 12,830,090.30 | 93 | 55,252,361 | 42,422,270.70 |
| 360 | MISCELLANEOUS REVENUES | | | | | | | | |
| 361 | INTEREST AND OTHR EARNING | | | | | | | | |
| 10 00 | INTEREST | 4,367 | 417.30 | 10 | 13,101 | 41.97- | | 52,415 | 52,456.97 |
| 10 10 | SBA | 0 | .00 | | 0 | .04 | | 0 | .04- |
| 10 * | INTEREST | 4,367 | 417.30 | 10 | 13,101 | 41.93- | | 52,415 | 52,456.93 |
| 20 00 | DIVIDENDS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 38 00 | NET INC/DEC-FMV INVESTMNT | 0 | .00 | | 0 | 69,494.59- | | 0 | 69,494.59 |
| 40 00 | GAIN/LOSS SALE OF INVEST | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 361 ** | INTEREST AND OTHR EARNING | 4,367 | 417.30 | 10 | 13,101 | 69,536.52- | 531 | 52,415 | 121,951.52 |
| 362 | RENT AND ROYALTIES | | | | | | | | |
| 00 00 | RENT AND ROYALTIES | 108 | .00 | | 324 | 2,600.00 | 803 | 1,300 | 1,300.00- |
| 362 ** | RENT AND ROYALTIES | 108 | .00 | | 324 | 2,600.00 | 803 | 1,300 | 1,300.00- |

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 360 | MISCELLANEOUS REVENUES | | | | | | | | |
| 362 | RENT AND ROYALTIES | | | | | | | | |
| 364 | DISPOSITION FIXED ASSETS | | | | | | | | |
| 00 00 | DISPOSITION FIXED ASSETS | 1,250 | 25,618.50 | 2050 | 3,750 | 25,618.50 | 683 | 15,000 | 10,618.50- |
| 10 00 | GAIN/LOSS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 364 ** | DISPOSITION FIXED ASSETS | 1,250 | 25,618.50 | 2050 | 3,750 | 25,618.50 | 683 | 15,000 | 10,618.50- |
| 365 | SALES OF SURPLUS SCRAP | | | | | | | | |
| 00 00 | SALES OF SURPLUS SCRAP | 833 | .00 | | 2,499 | 2,606.00 | 104 | 10,000 | 7,394.00 |
| 365 ** | SALES OF SURPLUS SCRAP | 833 | .00 | | 2,499 | 2,606.00 | 104 | 10,000 | 7,394.00 |
| 366 | CONTRIBUTIONS & DONATIONS | | | | | | | | |
| 00 00 | CONTRIBUTIONS & DONATIONS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 366 ** | CONTRIBUTIONS & DONATIONS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 369 | OTHER MISC REVENUES | | | | | | | | |
| 90 00 | OTHER MISC REVENUES | 3,333 | 9,174.50 | 275 | 9,999 | 14,114.45 | 141 | 40,000 | 25,885.55 |
| 90 06 | SETTLEMENTS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 90 * | OTHER MISC REVENUES | 3,333 | 9,174.50 | 275 | 9,999 | 14,114.45 | 141 | 40,000 | 25,885.55 |
| 96 00 | INSURANCE REFUND PROCEEDS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 369 ** | OTHER MISC REVENUES | 3,333 | 9,174.50 | 275 | 9,999 | 14,114.45 | 141 | 40,000 | 25,885.55 |
| 360 *** | MISCELLANEOUS REVENUES | 9,891 | 35,210.30 | 356 | 29,673 | 24,597.57- | 83 | 118,715 | 143,312.57 |
| 380 | OTHER SOURCES(NON-REV) | | | | | | | | |
| 381 | INTERFUND TRANSFER | | | | | | | | |
| 45 03 | OFFSITE IMPROVEMENT TFER | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 01 | GENERAL FUND (001) | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 10 | TRANSFER FROM REDEVELOP | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 23 | STORMWATER | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 25 | RESTRICTED ASSETS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 30 | CAP PROJECT FUND | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 * | TRANSFER FROM | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 381 ** | INTERFUND TRANSFER | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 383 | INSTLMT PURCH/CAP LEASE | | | | | | | | |
| 10 00 | INSTALMNT PURC/CAP LEASE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 383 ** | INSTLMT PURCH/CAP LEASE | 0 | .00 | | 0 | .00 | | 0 | .00 |

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

| ACCOUNT | ACCOUNT DESCRIPTION | ********** CURRENT ESTIMATED | ACTUAL | %REV | ******** YEAR-TO-DATE ESTIMATED | ACTUAL | %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 380 | OTHER SOURCES(NON-REV) | | | | | | | | |
| 383 | INSTLMT PURCH/CAP LEASE | | | | | | | | |
| 389 | NON OPERATING SOURCES | | | | | | | | |
| 30 00 | LOAN PROCEEDS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 41 00 | S MAINLAND CONTRIBUTIONS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 42 00 | DER CIA GRANT MONEY | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 81 00 | CONTRIBUTION LIFT STATION | 0 | 22,475.00 | | 0 | 22,475.00 | | 0 | 22,475.00- |
| 82 00 | CONTRIBUTION S MAINLAND | 0 | 9,678.98 | | 0 | 17,196.43 | | 0 | 17,196.43- |
| 83 00 | CONTRIBUTION VIERA | 0 | 19,744.25 | | 0 | 65,438.71 | | 0 | 65,438.71- |
| 83 01 | THE VIERA COMPANY | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 83 * | CONTRIBUTION VIERA | 0 | 19,744.25 | | 0 | 65,438.71 | | 0 | 65,438.71- |
| 85 00 | CONTRIBUTIONS-SUBDIVIDERS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 99 10 | CASH CARRY FORWARD | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 99 11 | RESTR. CASH CARRY FORWARD | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 99 50 | FUND BAL-APPROP. RESERVES | 2,601,086 | .00 | | 7,316,532 | .00 | | 30,726,319 | 30,726,319.00 |
| 99 51 | SERIES 2010 PROCEEDS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 99 * | BALANCE FORWARD | 2,601,086 | .00 | | 7,316,532 | .00 | | 30,726,319 | 30,726,319.00 |
| 389 ** | NON OPERATING SOURCES | 2,601,086 | 51,898.23 | 2 | 7,316,532 | 105,110.14 | 1 | 30,726,319 | 30,621,208.86 |
| 380 *** | OTHER SOURCES(NON-REV) | 2,601,086 | 51,898.23 | 2 | 7,316,532 | 105,110.14 | 1 | 30,726,319 | 30,621,208.86 |
| FUND TOTAL | WATER/SEWER ENTERPRISE | 7,338,305 | 4,569,156.71 | 62 | 21,528,189 | 13,211,152.87 | 61 | 87,573,027 | 74,361,874.13 |

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

| 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 | 632614 | 567485.21 | 90 | 1897842 | 1422866.69 | 75 | .00 | 7591407 | 6168540.31 | 19 |
| 12-10 | SALARY ADJUSTMENTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-11 | LEAVE INCENTIVE SELL BACK | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-12 | ACCRUAL PAYOUTS | 0 | 6029.76 | 0 | 0 | 38024.29 | 0 | .00 | 0 | 38024.29- | 0 |
| 12 ** | REGULAR SALARIES & WAGES | 632614 | 573514.97 | 91 | 1897842 | 1460890.98 | 77 | .00 | 7591407 | 6130516.02 | 19 |
| 13-00 | OTHER SALARIES & WAGES | 19987 | 24290.83 | 122 | 59961 | 61080.95 | 102 | .00 | 239873 | 178792.05 | 26 |
| 13 ** | OTHER SALARIES & WAGES | 19987 | 24290.83 | 122 | 59961 | 61080.95 | 102 | .00 | 239873 | 178792.05 | 26 |
| 14-00 | OVERTIME | 23370 | 47192.80 | 202 | 70110 | 99093.78 | 141 | .00 | 280471 | 181377.22 | 35 |
| 14-01 | COMP TIME | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 14 ** | OVERTIME | 23370 | 47192.80 | 202 | 70110 | 99093.78 | 141 | .00 | 280471 | 181377.22 | 35 |
| 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 | 1255 | 605.00 | 48 | 3765 | 1045.00 | 28 | .00 | 15095 | 14050.00 | 7 |
| 20 ** | CLOTHING/SHOE ALLOWANCE | 1255 | 605.00 | 48 | 3765 | 1045.00 | 28 | .00 | 15095 | 14050.00 | 7 |
| 21-00 | FICA TAXES | 52794 | 47404.59 | 90 | 158382 | 118210.68 | 75 | .00 | 633559 | 515348.32 | 19 |
| 21 ** | FICA TAXES | 52794 | 47404.59 | 90 | 158382 | 118210.68 | 75 | .00 | 633559 | 515348.32 | 19 |
| 22-00 | RETIREMENT CONTRIBUTIONS | 103795 | 94657.21 | 91 | 311385 | 243456.01 | 78 | .00 | 1245580 | 1002123.99 | 20 |
| 22-01 | POLICE/FIRE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 22 ** | RETIREMENT CONTRIBUTIONS | 103795 | 94657.21 | 91 | 311385 | 243456.01 | 78 | .00 | 1245580 | 1002123.99 | 20 |
| 23-00 | LIFE/HEALTH INSURANCE | 151571 | 120963.09 | 80 | 454713 | 363251.67 | 80 | .00 | 1818892 | 1455640.33 | 20 |
| 23-02 | LIFE/HEALTH RETIREES | 24188 | 8317.84 | 34 | 72564 | 23394.22 | 32 | 5454.80 | 290263 | 261413.98 | 10 |
| 23-03 | CONTRA CIGNA SAVINGS | 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 |
| 23 ** | LIFE/HEALTH INSURANCE | 175759 | 129280.93 | 74 | 527277 | 386645.89 | 73 | 5454.80 | 2109155 | 1717054.31 | 19 |
| 24-00 | WORKER'S COMPENSATION | 29946 | 22694.68 | 76 | 89838 | 62828.06 | 70 | .00 | 359386 | 296557.94 | 18 |

FUND 421 WATER/SEWER ENTERPRISE

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 24 ** | WORKER'S COMPENSATION | 29946 | 22694.68 | 76 | 89838 | 62828.06 | 70 | .00 | 359386 | 296557.94 | 18 |
| 25-00 | UNEMPLOYMENT COMPENSATION | 455 | .00 | 0 | 910 | .00 | 0 | .00 | 5000 | 5000.00 | 0 |
| 25 ** | UNEMPLOYMENT COMPENSATION | 455 | .00 | 0 | 910 | .00 | 0 | .00 | 5000 | 5000.00 | 0 |
| 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 | CAFETERIA PLAN | 10300 | 8900.00 | 86 | 30900 | 26900.00 | 87 | .00 | 123600 | 96700.00 | 22 |
| 27 ** | CAFETERIA PLAN | 10300 | 8900.00 | 86 | 30900 | 26900.00 | 87 | .00 | 123600 | 96700.00 | 22 |
| 31-00 | PROFESSIONAL SERVICES | 18830 | 876.25 | 5 | 56490 | 17432.13 | 31 | 80558.95 | 225982 | 127990.92 | 43 |
| 31-01 | LEGAL EXPENSES | 8295 | 1295.00 | 16 | 25340 | 5700.50 | 23 | 43799.50 | 100000 | 50500.00 | 50 |
| 31-02 | MEDICAL SERVICES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-03 | ENGINEERING SERVICES | 500 | .00 | 0 | 1500 | .00 | 0 | .00 | 6000 | 6000.00 | 0 |
| 31-33 | EMPLOYEE HEALTH CENTER | 13052 | 3562.09 | 27 | 39156 | 17141.08 | 44 | 75489.92 | 156631 | 64000.00 | 59 |
| 31 ** | PROFESSIONAL SERVICES | 40677 | 5733.34 | 14 | 122486 | 40273.71 | 33 | 199848.37 | 488613 | 248490.92 | 49 |
| 32-00 | ACCOUNTING & AUDITING | 3625 | .00 | 0 | 10875 | 6015.00 | 55 | 37485.00 | 43500 | .00 | 100 |
| 32 ** | ACCOUNTING & AUDITING | 3625 | .00 | 0 | 10875 | 6015.00 | 55 | 37485.00 | 43500 | .00 | 100 |
| 34-00 | CONTRACT SERVICES | 97614 | 3407.33 | 4 | 292842 | 131248.69 | 45 | 292450.41 | 1171413 | 747713.90 | 36 |
| 34-09 | MOWING CONTRACTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34-10 | COST OF GENERAL FUND SVCS | 447249 | 447250.00 | 100 | 1341747 | 1341750.00 | 100 | .00 | 5366988 | 4025238.00 | 25 |
| 34 ** | CONTRACT SERVICES | 544863 | 450657.33 | 83 | 1634589 | 1472998.69 | 90 | 292450.41 | 6538401 | 4772951.90 | 27 |
| 39-00 | CONTINGENCY | 97541 | .00 | 0 | 292623 | .00 | 0 | .00 | 1170500 | 1170500.00 | 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 | 97541 | .00 | 0 | 292623 | .00 | 0 | .00 | 1170500 | 1170500.00 | 0 |
| 40-00 | TRAVEL AND PER DIEM | 1284 | 224.19 | 18 | 3852 | 621.28 | 16 | .00 | 15436 | 14814.72 | 4 |
| 40-01 | CAR ALLOWANCE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 421 WATER/SEWER ENTERPRISE

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 40 ** | TRAVEL AND PER DIEM | 1284 | 224.19 | 18 | 3852 | 621.28 | 16 | .00 | 15436 | 14814.72 | 4 |
| 41-00 | COMMUNICATION | 10928 | 747.35 | 7 | 32784 | 18163.07 | 55 | 71837.33 | 131167 | 41166.60 | 69 |
| 41 ** | COMMUNICATION | 10928 | 747.35 | 7 | 32784 | 18163.07 | 55 | 71837.33 | 131167 | 41166.60 | 69 |
| 42-00 | FREIGHT & POSTAGE SERVICE | 3917 | 1751.93 | 45 | 11751 | 4113.07 | 35 | 18615.20 | 47040 | 24311.73 | 48 |
| 42 ** | FREIGHT & POSTAGE SERVICE | 3917 | 1751.93 | 45 | 11751 | 4113.07 | 35 | 18615.20 | 47040 | 24311.73 | 48 |
| 43-00 | ELECTRIC/WATER/SEWER | 179879 | 33990.36 | 19 | 539637 | 342833.59 | 64 | 1797508.00 | 2158573 | 18231.41 | 99 |
| 43 ** | ELECTRIC/WATER/SEWER | 179879 | 33990.36 | 19 | 539637 | 342833.59 | 64 | 1797508.00 | 2158573 | 18231.41 | 99 |
| 44-00 | RENTAL AND LEASES | 3076 | 527.04 | 17 | 9228 | 5887.48 | 64 | 6849.35 | 36946 | 24209.17 | 35 |
| 44 ** | RENTAL AND LEASES | 3076 | 527.04 | 17 | 9228 | 5887.48 | 64 | 6849.35 | 36946 | 24209.17 | 35 |
| 45-00 | INSURANCE | 32705 | 84497.50 | 258 | 98115 | 176794.28 | 180 | .00 | 392493 | 215698.72 | 45 |
| 45 ** | INSURANCE | 32705 | 84497.50 | 258 | 98115 | 176794.28 | 180 | .00 | 392493 | 215698.72 | 45 |
| 46-00 | REPAIRS & MAINTENANCE | 481868 | 186319.41 | 39 | 1283532 | 680334.17 | 53 | 2534306.98 | 5620390 | 2405748.85 | 57 |
| 46-02 | REPAIR/MAINT BUILDING | 38079 | 136.85 | 0 | 114237 | 19222.78 | 17 | 25111.69 | 456961 | 412626.53 | 10 |
| 46-03 | REPAIR/MAINT-VEHICLES | 15131 | 5838.74 | 39 | 45393 | 21917.87 | 48 | 3527.95 | 181601 | 156155.18 | 14 |
| 46-15 | INSURED VEHICLE ACCIDENT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 46 ** | REPAIRS & MAINTENANCE | 535078 | 192295.00 | 36 | 1443162 | 721474.82 | 50 | 2562946.62 | 6258952 | 2974530.56 | 53 |
| 47-00 | PRINTING & BINDING | 573 | 176.75 | 31 | 1719 | 176.75 | 10 | .00 | 6900 | 6723.25 | 3 |
| 47 ** | PRINTING & BINDING | 573 | 176.75 | 31 | 1719 | 176.75 | 10 | .00 | 6900 | 6723.25 | 3 |
| 48-00 | PROMOTIONAL ACTIVITIES | 1250 | 150.00 | 12 | 3750 | 850.00 | 23 | .00 | 15000 | 14150.00 | 6 |
| 48 ** | PROMOTIONAL ACTIVITIES | 1250 | 150.00 | 12 | 3750 | 850.00 | 23 | .00 | 15000 | 14150.00 | 6 |
| 49-00 | OTHER OBLIGATIONS | 2627 | 6077.17 | 231 | 7881 | 8540.45 | 108 | 3353.62 | 31555 | 19660.93 | 38 |
| 49-02 | ADVERTISING | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-07 | BAD DEBT EXPENSE | 14583 | 7319.57- | 50- | 43749 | 30940.91- | 71- | .00 | 175000 | 205940.91 | 18- |
| 49-08 | CASH OVER & UNDER | 25 | 32.35- | 129- | 75 | 64.71- | 86- | .00 | 300 | 364.71 | 22- |
| 49-09 | DOCUMENT RECORDING CHGS | 250 | 420.00- | 168- | 750 | 1437.21- | 192- | 300.00 | 3000 | 4137.21 | 38- |

FUND 421 WATER/SEWER ENTERPRISE

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 OBLIGATIONS | 17485 | 1694.75- | 10- | 52455 | 23902.38- | 46- | 3653.62 | 209855 | 230103.76 | 10- |
| 52-00 | OPERATING SUPPLIES | 290497 | 200732.41 | 69 | 871491 | 546422.42 | 63 | 2493110.98 | 3486004 | 446470.60 | 87 |
| 52-07 | JANITORIAL SUPPLIES | 852 | 1154.25 | 136 | 2556 | 2581.14 | 101 | .00 | 10240 | 7658.86 | 25 |
| 52-30 | FUEL OIL & LUBRICANTS | 32598 | 14110.06 | 43 | 97794 | 34340.06 | 35 | 103386.21 | 391219 | 253492.73 | 35 |
| 52-33 | EMPLOYEE HEALTH CENTER | 2947 | .00 | 0 | 8841 | 4396.30 | 50 | 18059.70 | 35368 | 12912.00 | 64 |
| 52 ** | OPERATING SUPPLIES | 326894 | 215996.72 | 66 | 980682 | 587739.92 | 60 | 2614556.89 | 3922831 | 720534.19 | 82 |
| 53-00 | ROAD MATERIALS/SUPPLIES | 4582 | .00 | 0 | 13746 | .00 | 0 | 35000.00 | 55000 | 20000.00 | 64 |
| 53 ** | ROAD MATERIALS/SUPPLIES | 4582 | .00 | 0 | 13746 | .00 | 0 | 35000.00 | 55000 | 20000.00 | 64 |
| 54-00 | MEMBERSHIP/PUBLICATIONS | 3087 | 176.44- | 6- | 9261 | 28295.56 | 306 | .00 | 37052 | 8756.44 | 76 |
| 54 ** | MEMBERSHIP/PUBLICATIONS | 3087 | 176.44- | 6- | 9261 | 28295.56 | 306 | .00 | 37052 | 8756.44 | 76 |
| 55-00 | TRAINING | 6544 | 2222.00 | 34 | 19632 | 3615.00 | 18 | .00 | 78569 | 74954.00 | 5 |
| 55 ** | TRAINING | 6544 | 2222.00 | 34 | 19632 | 3615.00 | 18 | .00 | 78569 | 74954.00 | 5 |
| 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 | 3333 | .00 | 0 | 9999 | .00 | 0 | .00 | 40000 | 40000.00 | 0 |
| 62 ** | BUILDINGS | 3333 | .00 | 0 | 9999 | .00 | 0 | .00 | 40000 | 40000.00 | 0 |
| 63-00 | INFRASTRUCTURE | 2879020 | 421516.94 | 15 | 8318616 | 695165.51 | 8 | 11509886.34 | 34229826 | 22024774.15 | 36 |
| 63 ** | INFRASTRUCTURE | 2879020 | 421516.94 | 15 | 8318616 | 695165.51 | 8 | 11509886.34 | 34229826 | 22024774.15 | 36 |
| 64-00 | MACHINERY & EQUIPMENT | 252568 | 50759.77 | 20 | 757604 | 82297.27 | 11 | 1216710.14 | 3030752 | 1731744.59 | 43 |
| 64-15 | IT HARDWARE | 11379 | .00 | 0 | 34025 | .00 | 0 | .00 | 136456 | 136456.00 | 0 |
| 64 ** | MACHINERY & EQUIPMENT | 263947 | 50759.77 | 19 | 791629 | 82297.27 | 10 | 1216710.14 | 3167208 | 1868200.59 | 41 |

FUND 421 WATER/SEWER ENTERPRISE

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | SOFTWARE | 5307 | .00 | 0 | 9921 | .00 | 0 | .00 | 57700 | 57700.00 | 0 |
| 68 ** | INTANGIBLE ASSETS | 5307 | .00 | 0 | 9921 | .00 | 0 | .00 | 57700 | 57700.00 | 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 |
| 82-01 | ECON DEV INCENTIVE CONTR | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 82 ** | AIDS TO PRIVATE ORGANIZAT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-01 | TRANSFER TO GEN FUND 001 | 457033 | 441667.00 | 97 | 1371099 | 1325001.00 | 97 | .00 | 5484400 | 4159399.00 | 24 |
| 91-23 | TO STORMWATER 423 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-25 | TO RESTRICTED ASSET 425 | 749658 | .00 | 0 | 2248974 | .00 | 0 | .00 | 8995897 | 8995897.00 | 0 |
| 91-30 | GF CAPITAL PROJECTS 301 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-52 | SELF INSURANCE FUND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91 ** | INTERFUND TRANSFER | 1206691 | 441667.00 | 37 | 3620073 | 1325001.00 | 37 | .00 | 14480297 | 13155296.00 | 9 |
| 95-01 | 6% ILO FRANCHISE FEE | 115670 | 115670.00 | 100 | 347010 | 347010.00 | 100 | .00 | 1388042 | 1041032.00 | 25 |
| 95 ** | NONOPERATING | 115670 | 115670.00 | 100 | 347010 | 347010.00 | 100 | .00 | 1388042 | 1041032.00 | 25 |
| FUND 421 | TOTAL ********* WATER/SEWER ENTERPRISE | 7338231 | 2965253.04 | 40 | 21527965 | 8295574.97 | 39 | 20372802.07 | 87573027 | 58904649.96 | 33 |
| GRAND | TOTAL ********* | 7338231 | 2965253.04 | 40 | 21527965 | 8295574.97 | 39 | 20372802.07 | 87573027 | 58904649.96 | 33 |

## FY 2016 Budget by Classification Report - Summary Listing

Through 12/31/2015

Target for December is 25%

### FUND 423 - STORMWATER FUND

| | Amended Budget | YTD Encumbrances | YTD Actual Transactions | Budget - YTD Transactions | % Used/Rec'd |
|---|---|---|---|---|---|
| **REVENUE** | | | | | |
| **CHARGES FOR SERVICES** | $ 1,367,995 | | $ 377,417.83 | $ 990,577.17 | 28% |
| **MISCELLANEOUS** | $ 2,000 | | $ (591.25) | $ 2,591.25 | -30% |
| **OTHER SOURCES (NON-REVENUE)** | $ 1,427,440 | | $ - | $ 1,427,440.00 | 0% |
| **REVENUE TOTALS** | **$ 2,797,435** | **-** | **$ 376,826.58** | **$ 2,420,608.42** | **13%** |

Note: The negative balance in the miscellaneous revenue is due to reversing entry from the prior year.

| | | | | | |
|---|---|---|---|---|---|
| **EXPENSE** | | | | | |
| **SALARIES AND BENEFITS** | $ 560,256 | $ - | $ 105,967.14 | $ 454,288.86 | 19% |
| **OPERATING EXPENDITURES** | $ 471,179 | $ 118,900.33 | $ 35,847.93 | $ 316,430.74 | 33% |
| **CAPITAL OUTLAY** | $ 1,747,250 | $ - | $ 183,148.00 | $ 1,564,102.00 | 10% |
| **OTHER SOURCES (NON-REVENUE)** | $ 18,750 | $ - | $ - | $ 18,750.00 | 0% |
| **EXPENSE TOTALS** | **$ 2,797,435** | **$ 118,900.33** | **$ 324,963.07** | **$ 2,353,571.60** | **16%** |

| | | | | | |
|---|---|---|---|---|---|
| **REVENUE TOTALS** | **$ 2,797,435** | **$ -** | **$ 376,826.58** | **$ 2,420,608.42** | **13%** |
| **EXPENSE TOTALS** | **$ 2,797,435** | **$ 118,900.33** | **$ 324,963.07** | **$ 2,353,571.60** | **16%** |
| | **$ -** | **$ (118,900.33)** | **$ 51,863.51** | | |

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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 330 | | INTERGOVERNMENTAL REVENUE | | | | | | | | |
| 331 | | FEDERAL GRANTS | | | | | | | | |
| 39 | 10 | FED GRANT -TRANSPORTATION | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 331 | ** | FEDERAL GRANTS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 337 | | GRANTS FROM LOCAL UNITS | | | | | | | | |
| 30 | 00 | PHYSICAL ENVIRONMENT | 4,166 | .00 | | 12,498 | .00 | | 50,000 | 50,000.00 |
| 337 | ** | GRANTS FROM LOCAL UNITS | 4,166 | .00 | | 12,498 | .00 | | 50,000 | 50,000.00 |
| 330 | *** | INTERGOVERNMENTAL REVENUE | 4,166 | .00 | | 12,498 | .00 | | 50,000 | 50,000.00 |
| 340 | | CHARGES FOR SERVICES | | | | | | | | |
| 343 | | PHYSICAL ENVIRONMENT | | | | | | | | |
| 39 | 05 | NSF CHECKS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 | 00 | STORMWATER FEES | 109,832 | 112,133.60 | 102 | 329,496 | 377,417.83 | 115 | 1,317,995 | 940,577.17 |
| 91 | 10 | EARNED NOT BILLED | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 | * | STORMWATER FEES | 109,832 | 112,133.60 | 102 | 329,496 | 377,417.83 | 115 | 1,317,995 | 940,577.17 |
| 343 | ** | PHYSICAL ENVIRONMENT | 109,832 | 112,133.60 | 102 | 329,496 | 377,417.83 | 115 | 1,317,995 | 940,577.17 |
| 340 | *** | CHARGES FOR SERVICES | 109,832 | 112,133.60 | 102 | 329,496 | 377,417.83 | 115 | 1,317,995 | 940,577.17 |
| 360 | | MISCELLANEOUS REVENUES | | | | | | | | |
| 361 | | INTEREST AND OTHR EARNING | | | | | | | | |
| 10 | 00 | INTEREST | 166 | 115.37 | 70 | 498 | 366.50 | 74 | 2,000 | 1,633.50 |
| 10 | 10 | SBA | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 10 | * | INTEREST | 166 | 115.37 | 70 | 498 | 366.50 | 74 | 2,000 | 1,633.50 |
| 20 | 00 | DIVIDENDS | 0 | .00 | | 0 | 1.67 | | 0 | 1.67- |
| 38 | 00 | NET INC/DEC-FMV INVESTMNT | 0 | .00 | | 0 | 959.42- | | 0 | 959.42 |
| 361 | ** | INTEREST AND OTHR EARNING | 166 | 115.37 | 70 | 498 | 591.25- | 119 | 2,000 | 2,591.25 |
| 364 | | DISPOSITION FIXED ASSETS | | | | | | | | |
| 00 | 00 | DISPOSITION FIXED ASSETS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 364 | ** | DISPOSITION FIXED ASSETS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 365 | | SALES OF SURPLUS SCRAP | | | | | | | | |
| 00 | 00 | SALES OF SURPLUS SCRAP | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 365 | ** | SALES OF SURPLUS SCRAP | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 369 | | OTHER MISC REVENUES | | | | | | | | |
| 90 | 00 | OTHER MISC REVENUES | 0 | .00 | | 0 | .00 | | 0 | .00 |

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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 360 | | MISCELLANEOUS REVENUES | | | | | | | | |
| 369 | | OTHER MISC REVENUES | | | | | | | | |
| 369 | ** | OTHER MISC REVENUES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 360 | *** | MISCELLANEOUS REVENUES | 166 | 115.37 | 70 | 498 | 591.25- | 119 | 2,000 | 2,591.25 |
| 380 | | OTHER SOURCES(NON-REV) | | | | | | | | |
| 381 | | INTERFUND TRANSFER | | | | | | | | |
| 91 | 01 | GENERAL FUND (001) | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 | 21 | WATER SEWER FUND (421) | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 91 | * | TRANSFER FROM | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 381 | ** | INTERFUND TRANSFER | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 389 | | NON OPERATING SOURCES | | | | | | | | |
| 90 | 00 | OTHER NONOPERATING SOURCE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 99 | 10 | CASH CARRY FORWARD | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 99 | 50 | FUND BAL-APPROP. RESERVES | 118,953 | .00 | | 356,859 | .00 | | 1,427,440 | 1,427,440.00 |
| 99 | * | BALANCE FORWARD | 118,953 | .00 | | 356,859 | .00 | | 1,427,440 | 1,427,440.00 |
| 389 | ** | NON OPERATING SOURCES | 118,953 | .00 | | 356,859 | .00 | | 1,427,440 | 1,427,440.00 |
| 380 | *** | OTHER SOURCES(NON-REV) | 118,953 | .00 | | 356,859 | .00 | | 1,427,440 | 1,427,440.00 |
| FUND TOTAL | | STORMWATER UTILITY | 233,117 | 112,248.97 | 48 | 699,351 | 376,826.58 | 54 | 2,797,435 | 2,420,608.42 |

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

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 | 23832 | 27378.22 | 115 | 71496 | 62657.38 | 88 | .00 | 285984 | 223326.62 | 22 |
| 12-10 | SALARY ADJUSTMENTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-11 | LEAVE INCENTIVE SELL BACK | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-12 | ACCRUAL PAYOUTS | 0 | .00 | 0 | 0 | 1081.74 | 0 | .00 | 0 | 1081.74- | 0 |
| 12 ** | REGULAR SALARIES & WAGES | 23832 | 27378.22 | 115 | 71496 | 63739.12 | 89 | .00 | 285984 | 222244.88 | 22 |
| 13-00 | OTHER SALARIES & WAGES | 8050 | 2559.52 | 32 | 24150 | 7226.89 | 30 | .00 | 96609 | 89382.11 | 8 |
| 13 ** | OTHER SALARIES & WAGES | 8050 | 2559.52 | 32 | 24150 | 7226.89 | 30 | .00 | 96609 | 89382.11 | 8 |
| 14-00 | OVERTIME | 41 | 117.59 | 287 | 123 | 120.61 | 98 | .00 | 500 | 379.39 | 24 |
| 14-01 | COMP TIME | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 14 ** | OVERTIME | 41 | 117.59 | 287 | 123 | 120.61 | 98 | .00 | 500 | 379.39 | 24 |
| 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 | 41 | .00 | 0 | 123 | 55.00 | 45 | .00 | 495 | 440.00 | 11 |
| 20 ** | CLOTHING/SHOE ALLOWANCE | 41 | .00 | 0 | 123 | 55.00 | 45 | .00 | 495 | 440.00 | 11 |
| 21-00 | FICA TAXES | 2494 | 2170.53 | 87 | 7482 | 5113.65 | 68 | .00 | 29939 | 24825.35 | 17 |
| 21 ** | FICA TAXES | 2494 | 2170.53 | 87 | 7482 | 5113.65 | 68 | .00 | 29939 | 24825.35 | 17 |
| 22-00 | RETIREMENT CONTRIBUTIONS | 2882 | 2605.16 | 90 | 8646 | 6214.21 | 72 | .00 | 34584 | 28369.79 | 18 |
| 22-01 | POLICE/FIRE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 22 ** | RETIREMENT CONTRIBUTIONS | 2882 | 2605.16 | 90 | 8646 | 6214.21 | 72 | .00 | 34584 | 28369.79 | 18 |
| 23-00 | LIFE/HEALTH INSURANCE | 5590 | 5584.14 | 100 | 16770 | 15070.23 | 90 | .00 | 67089 | 52018.77 | 23 |
| 23-03 | CONTRA CIGNA SAVINGS | 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 |
| 23 ** | LIFE/HEALTH INSURANCE | 5590 | 5584.14 | 100 | 16770 | 15070.23 | 90 | .00 | 67089 | 52018.77 | 23 |
| 24-00 | WORKER'S COMPENSATION | 3074 | 2622.98 | 85 | 9222 | 6987.43 | 76 | .00 | 36896 | 29908.57 | 19 |
| 24 ** | WORKER'S COMPENSATION | 3074 | 2622.98 | 85 | 9222 | 6987.43 | 76 | .00 | 36896 | 29908.57 | 19 |

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 | CAFETERIA PLAN | 680 | 480.00 | 71 | 2040 | 1440.00 | 71 | .00 | 8160 | 6720.00 | 18 |
| 27 ** | CAFETERIA PLAN | 680 | 480.00 | 71 | 2040 | 1440.00 | 71 | .00 | 8160 | 6720.00 | 18 |
| 31-00 | PROFESSIONAL SERVICES | 11208 | .00 | 0 | 33624 | 5731.00 | 17 | 90000.00 | 134500 | 38769.00 | 71 |
| 31-01 | LEGAL EXPENSES | 83 | .00 | 0 | 249 | .00 | 0 | .00 | 1000 | 1000.00 | 0 |
| 31-33 | EMPLOYEE HEALTH CENTER | 488 | 133.24 | 27 | 1464 | 641.17 | 44 | 2823.83 | 5859 | 2394.00 | 59 |
| 31 ** | PROFESSIONAL SERVICES | 11779 | 133.24 | 1 | 35337 | 6372.17 | 18 | 92823.83 | 141359 | 42163.00 | 70 |
| 34-00 | CONTRACT SERVICES | 416 | .00 | 0 | 1248 | .00 | 0 | .00 | 5000 | 5000.00 | 0 |
| 34-10 | COST OF GENERAL FUND SVCS | 4759 | 4759.00 | 100 | 14277 | 14277.00 | 100 | .00 | 57111 | 42834.00 | 25 |
| 34 ** | CONTRACT SERVICES | 5175 | 4759.00 | 92 | 15525 | 14277.00 | 92 | .00 | 62111 | 47834.00 | 23 |
| 39-00 | CONTINGENCY | 8291 | .00 | 0 | 24873 | .00 | 0 | .00 | 99500 | 99500.00 | 0 |
| 39 ** | CONTINGENCY | 8291 | .00 | 0 | 24873 | .00 | 0 | .00 | 99500 | 99500.00 | 0 |
| 40-00 | TRAVEL & PER DIEM | 183 | .00 | 0 | 549 | .00 | 0 | .00 | 2200 | 2200.00 | 0 |
| 40 ** | TRAVEL & PER DIEM | 183 | .00 | 0 | 549 | .00 | 0 | .00 | 2200 | 2200.00 | 0 |
| 41-00 | COMMUNICATION | 180 | .00 | 0 | 540 | 124.42 | 23 | 1375.58 | 2160 | 660.00 | 69 |
| 41 ** | COMMUNICATION | 180 | .00 | 0 | 540 | 124.42 | 23 | 1375.58 | 2160 | 660.00 | 69 |
| 42-00 | POSTAGE & FREIGHT | 125 | .00 | 0 | 375 | 131.61 | 35 | 120.00 | 1500 | 1248.39 | 17 |
| 42 ** | POSTAGE & FREIGHT | 125 | .00 | 0 | 375 | 131.61 | 35 | 120.00 | 1500 | 1248.39 | 17 |
| 43-00 | ELECTRIC/WATER/SEWER | 1500 | 1041.14 | 69 | 4500 | 1886.58 | 42 | 13613.42 | 18000 | 2500.00 | 86 |
| 43 ** | ELECTRIC/WATER/SEWER | 1500 | 1041.14 | 69 | 4500 | 1886.58 | 42 | 13613.42 | 18000 | 2500.00 | 86 |
| 44-00 | RENTALS AND LEASES | 526 | .00 | 0 | 1578 | 226.65 | 14 | 679.95 | 6310 | 5403.40 | 14 |
| 44 ** | RENTALS AND LEASES | 526 | .00 | 0 | 1578 | 226.65 | 14 | 679.95 | 6310 | 5403.40 | 14 |
| 45-00 | INSURANCE | 599 | 1711.87 | 286 | 1797 | 3409.04 | 190 | .00 | 7191 | 3781.96 | 47 |
| 45 ** | INSURANCE | 599 | 1711.87 | 286 | 1797 | 3409.04 | 190 | .00 | 7191 | 3781.96 | 47 |

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 | 3666 | 1747.89 | 48 | 10998 | 4339.67 | 40 | 7830.43 | 44000 | 31829.90 | 28 |
| 46-02 REPAIR/MAINT BUILDING | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 46-03 REPAIR/MAINT-VEHICLES | 2011 | 983.26 | 49 | 6033 | 1176.32 | 20 | .00 | 24135 | 22958.68 | 5 |
| 46-15 INSURED VEHICLE ACCIDENT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 46 ** REPAIRS & MAINTENANCE | 5677 | 2731.15 | 48 | 17031 | 5515.99 | 32 | 7830.43 | 68135 | 54788.58 | 20 |
| 49-00 OTHER CHARGES & OBLIG. | 597 | .00 | 0 | 1791 | .00 | 0 | .00 | 7175 | 7175.00 | 0 |
| 49-07 BAD DEBT EXPENSE | 833 | 115.35- | 14- | 2499 | 819.16- | 33- | .00 | 10000 | 10819.16 | 8- |
| 49 ** OTHER CHARGES & OBLIG. | 1430 | 115.35- | 8- | 4290 | 819.16- | 19- | .00 | 17175 | 17994.16 | 5- |
| 52-00 OPERATING SUPPLIES | 1195 | 199.10 | 17 | 3585 | 637.67 | 18 | 1781.56 | 14350 | 11930.77 | 17 |
| 52-07 JANITORIAL SUPPLIES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-30 FUEL OIL & LUBRICANTS | 2172 | 1344.45 | 62 | 6516 | 2804.48 | 43 | .00 | 26065 | 23260.52 | 11 |
| 52-33 EMPLOYEE HEALTH CENTER | 110 | .00 | 0 | 330 | 164.44 | 50 | 675.56 | 1323 | 483.00 | 64 |
| 52 ** OPERATING SUPPLIES | 3477 | 1543.55 | 44 | 10431 | 3606.59 | 35 | 2457.12 | 41738 | 35674.29 | 15 |
| 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 | 66 | .00 | 0 | 198 | 522.59 | 264 | .00 | 800 | 277.41 | 65 |
| 54 ** MEMBERSHIP/PUBLICATIONS | 66 | .00 | 0 | 198 | 522.59 | 264 | .00 | 800 | 277.41 | 65 |
| 55-00 TRAINING | 250 | 354.45 | 142 | 750 | 594.45 | 79 | .00 | 3000 | 2405.55 | 20 |
| 55 ** TRAINING | 250 | 354.45 | 142 | 750 | 594.45 | 79 | .00 | 3000 | 2405.55 | 20 |
| 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 |
| 63-00 INFRASTRUCTURE | 129783 | .00 | 0 | 389349 | .00 | 0 | .00 | 1557400 | 1557400.00 | 0 |
| 63 ** INFRASTRUCTURE | 129783 | .00 | 0 | 389349 | .00 | 0 | .00 | 1557400 | 1557400.00 | 0 |
| 64-00 MACHINERY & EQUIPMENT | 15820 | 153298.00 | 969 | 47460 | 183148.00 | 386 | .00 | 189850 | 6702.00 | 97 |
| 64-15 IT HARDWARE | 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 64 ** | MACHINERY & EQUIPMENT | 15820 | 153298.00 | 969 | 47460 | 183148.00 | 386 | .00 | 189850 | 6702.00 | 97 |
| 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 | 1562 | .00 | 0 | 4686 | .00 | 0 | .00 | 18750 | 18750.00 | 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 | 1562 | .00 | 0 | 4686 | .00 | 0 | .00 | 18750 | 18750.00 | 0 |
| FUND 423 | TOTAL ********* | | | | | | | | | | |
| | STORMWATER UTILITY | 233107 | 208975.19 | 90 | 699321 | 324963.07 | 47 | 118900.33 | 2797435 | 2353571.60 | 16 |
| GRAND | TOTAL ********* | | | | | | | | | | |
| | | 233107 | 208975.19 | 90 | 699321 | 324963.07 | 47 | 118900.33 | 2797435 | 2353571.60 | 16 |

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 16-9 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 1/11/2016 | | | **In control:** | City Council |
| **On agenda:** | 1/26/2016 | | | **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:** | Contingency Report 1-15-16.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2016
Agenda Date: January 26, 2016
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, 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, 2015. 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.

## Change Orders - CM authorized to execute

applied to contingency

| Project # | Project Description + Details | Construction contract not to exceed $ | Date Approved | Resolution # | Requisition # | Requisition $ by Account # | All Fiscal Years Cumulative | @01/12/2016 FY13 Cum | @01/12/2016 FY14 Cum. | @01/12/2016 FY15 Cum. | @01/12/2016 FY16 Cum. | FY2016 Expenditures | FY2015 Expenditures | FY2014 Expenditures | FY2013 Expenditures |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **WS0904** | Lining of Sanitary Sewer Mains | | | | | | | | | | | | | | |
| Op. Rev. | | 325,756.87 | 12/8/2015 | 2015-083 | | | | | | | | | | | |
| Project Manager: | | 20,000.00 | contingency authorized | | | | | | | | | | | | |
| account # | 421-4125-536-63-00 | 305,756.87 | exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| | **Insituform Technologies PO Pending** | | FY16 PO Issue | FY2016 | Pending | | - | n/a | n/a | n/a | | $ - | n/a | | |
| | **Contract No. 0113-1010 City of Daytona Beach** | | | | | | | | | | | | | | |
| | | 20,000 | ^contingency balance--> | | | | v | v | v | | | | | | |
| **WS1201** | Relocate/Replace 12" and Smaller AC WM Cocoa Beach Minuteman Cswy Streetscape | | | | | | | | | | | | | | |
| Op. Rev. | | 659,839.00 | 12/8/2015 | 2015-085 | | | | | | | | | | | |
| Project Manager: | | 59,985.00 | contingency authorized | | | | | | | | | | | | |
| account # | 421-4055-536-63-00 | 599,854.00 | exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| | **Certified General Contractors PO Pending** | | FY16 PO Issue | FY2016 | Pending | | - | n/a | n/a | - | - | $ - | n/a | | |
| | Bid No. Sole Source | | | | | | | | | | | | | | |
| | | 59,985 | ^contingency balance--> | | | | v | v | v | | | | | | |
| **WS1402** | Surface Water Plant Clearwell Addition and Reject Pond Rehab - Engineering Services | | | | | | | | | | | | | | |
| Op. Rev. | | 9,425,900.00 | 12/8/2015 | 2015-091 | | | | | | | | | | | |
| Project Manager: | | 856,900.00 | contingency authorized | | | | | | | | | | | | |
| account # | 421-4055-536-63-00 | 8,569,000.00 | exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| | **CH2M Hill PO#67522** | | FY16 PO Issue | FY2016 | 29411 | 910,457.00 | 8,569,000.00 | n/a | n/a | n/a | $ 8,569,000.00 | $ - | n/a | | |
| | Bid No.RFQ-08-27-COC | | | FY2016 | 29508 | 8,569,000.00 | | | | | | | | | |
| | Not in contingency. | | | | | 9,479,457.00 | | | | | | | | | |
| | **PETTICOTT-SCHMITT #67619** | 856,900 | ^contingency balance--> | | | | v | v | v | | | | | | |
| | Bid No. B-15-23-COC | | | | | | | | | | | | | | |
| CP16F1 | Fire Station #1 Design | | | | | | | | | | | | | | |
| Op. Rev. | | 103,324.00 | 12/8/2015 | 2015-081 | | | | | | | | | | | |
| Project Manager: | | - | contingency authorized 5% | | | | | | | | | | | | |
| account # | 301-3580-519-62-00 | 103,324.00 | exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| | **Architects Design Group PO#67486** | | FY16 PO Issue | FY2016 | 29396 | 103,324.00 | 103,324.00 | n/a | n/a | n/a | 103,324.00 | $ - | n/a | | |
| | Bid No. RFQ-11-12-COC | New resolution needed to add contingency 5% of $103,324 = $5,166 for total budget of $108,491. | | | | | | | | | | | | | |
| | | - | ^contingency balance--> | | | | v | v | v | | | | | | |
| CP16F3 | Fire Station #3 Design | | | | | | | | | | | | | | |
| Op. Rev. | | 154,206.00 | 12/8/2015 | 2015-093 | | | | | | | | | | | |
| Project Manager: | | - | contingency authorized 5% | | | | | | | | | | | | |
| account # | 301-3580-519-62-00 | 154,206.00 | exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| | Architects Design Group PO#67485 | | FY16 PO Issue | FY2016 | 29395 | 154,206.00 | 154,206.00 | n/a | n/a | - | 154,206.00 | $ - | n/a | | |
| | Bid No. RFQ-11-12-COC | New resolution needed to add contingency 5% of $154,206 = $7,343 for total budget of $154,206. | | | | | | | | | | | | | |
| | | - | ^contingency balance--> | | | | v | v | v | | | | | | |
| **WS1201** | Pipeline Condition Assessment to Subaqueous PCCP along S.R.520 and Subaqueous DIP along S.R. 401 | | | | | | | | | | | | | | |
| Op. Rev. | | 157,008.00 | 11/10/2015 | 2015-075 | | | | | | | | | | | |
| Project Manager: | | 50,000.00 | contingency authorized not to exceed $50,000 | | | 63-00 | | | | | | | | | |
| account # | 421-4055-536.63-00 | 107,008.00 | exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| | **Logan Diving & Salvage PO # 67251** | | FY16 PO Issue | FY2016 | 29144 | 157,008.00 | 157,008.00 | n/a | n/a | n/a | $ 157,008.00 | $ - | n/a | n/a | n/a |
| | Bid No. RFQ-14-19-COC | change order needed to reduce PO to contract amount of $107,008 | | | | | | | | | | | | | |
| | a/k/a Anderson Diving? | | | | | | | | | | | | | | |
| | | 50,000 | ^contingency balance--> | | | | v | v | v | | | | | | |
| **WS1176** | Elevated Storage Tank Structural Repairs Project | | | | | | | | | | | | | | |
| Op. Rev. | | 753,233.00 | 9/22/15 VIII.3 AND 12/08/15 VIII.3 | 2015-089 | | | | | | | | | | | |
| Project Manager: | | 68,476.00 | contingency authorized | 2015-066 | | 46-00 | | | | | | | | | |
| account # | 421-4020-536.46-00 | 684,757.00 | exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| | C&D Construction, Inc. PO # 66632 | | FY15 PO Issue | FY 2015 | 28386 | 600,000.00 | 600,000.00 | n/a | n/a | 600,000.00 | | $ 97,030.41 | $ - | n/a | n/a |
| | Bid No. B-15-21-COC | | *FY15 Year-End PO Liquidation* | | | (600,000.00) | - | | | - | | | | | |
| | | | *Council approved additional funds to complete project* | | | | - | | | | | | | | |
| | FY 16 PO 67462 | | *FY2016 PO* | FY2016 | 29384 | 684,757.00 | 684,757.00 | | | $ - | $ 684,757.00 | | | | |
| | | 68,476 | ^contingency balance--> | | | | v | v | v | | | | | | |

| Project # | Project Description + Details | Construction contract not to exceed $ | Date Approved | Resolution # | Requisition # | Requisition $ by Account # | All Fiscal Years Cumulative | FY13 Cum | FY14 Cum. | FY15 Cum. | FY16 Cum. | FY2016 Expenditures | FY2015 Expenditures | FY2014 Expenditures | FY2013 Expenditures |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **WS0803** | Indian River Drive Watermain Improvements | | | | | | | | | | | | | | |
| Op. Rev. | | 2,306,700.00 | 7/14/2015 VIII 1. | 2015-033 | | | | | | | | | | | |
| Project Manager: Andrew Dugan | | 209,700.00 | 10% contingency authorized | | | 63-00 | | | | | | | | | |
| account # 421-4055-536-63-00 | | 2,097,000.00 | exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| | **Maxwell Contracting, Inc. PO #066354/067040** | | FY15 PO Issue | FY 2015 | 27968 | 2,097,000.00 | 2,097,000.00 | n/a | n/a | 2,097,000.00 | | $ 248,900.27 | $ 499,792.45 | n/a | n/a |
| | Bid No. B-15-04-COC | | *FY15 Year-End PO Liquidation* | | | (1,597,207.55) | 499,792.45 | n/a | n/a | 499,792.45 | | | | | |
| | | | *FY16 PO Issue* | FY2016 | 28763 | 1,597,207.55 | 2,097,000.00 | n/a | n/a | 499,792.45 | 1,597,207.55 | | | | |
| | | 209,700 | ^contingency balance--> | | | | v | v | v | | | | | | |
| **PW08PT and WS1509** | Peachtree Street Improvements Phase II | | | | | | | | | | | | | | |
| Lap Agree. 1,387,500 | | 2,741,212.92 | 3/24/2015 V .8. | 2015-018 | | 3510-541-63-00 4055-536-63-00 | | | | | | | | | |
| Project Manager: Charlene Neuterman | | 130,533.95 | 5% contingency authorized of construction & SDC | | | | | | | | | | | | |
| 1-account # 001-3510-541-63-00 | | 2,610,678.97 | exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| 2-account # 421-4055-536-63-00 | | | | | | | | | | | | | | | |
| Restr Reserves $340,920 W/S $956,198 | | | | | | | | | | | | | | | |
| FY 2015 | DP Development of the Treasure Coast PO#65960 for acct 1, & PO#65962 for acct 2 | | 65960 FY15 PO Issue | FY 2015 | 27406 | 1,553,694.27 | 1,553,694.27 | n/a | n/a | 1,553,694.27 | | $ 475,387.75 | $ 467,457.38 | n/a | n/a |
| | Myra Planning & Design PO#65818 for acct 1, & PO#65947 | | 65962 FY15 PO Issue | FY 2015 | 27428 | 812,436.70 | 2,366,130.97 | n/a | n/a | 2,366,130.97 | | | | | |
| | | | 65818 FY15 PO Issue | FY 2015 | 27271 | 167,479.59 | 2,533,610.56 | n/a | n/a | 2,533,610.56 | | | | | |
| FY2016 | **Acct 1 PO# 67188 and PO 67499** | | 65790 FY15 PO Issue | FY 2015 | 27415 | 77,035.54 | 2,610,646.10 | n/a | n/a | 2,610,646.10 | | | | | |
| | **Acct 2 PO# 067400 & 67399** | | *PO 65947 FY15 Year-End PO Liquidation* | FY 2015 | | (45,285.65) | 2,565,360.45 | n/a | n/a | 2,565,360.45 | | | 31749.89 | | |
| | | | *PO 65818 FY15 Year-End PO Liquidation* | FY 2015 | | (121,541.98) | 2,443,818.47 | n/a | n/a | 2,443,818.47 | | | 45937.61 | | |
| | | | *PO 65960 FY15 Year-End PO Liquidation* | FY 2015 | | (1,314,475.89) | 1,129,342.58 | n/a | n/a | 1,129,342.58 | | | 239218.38 | | |
| | Bid No. B-15-12-COC | | *PO 65962 FY15 Year-End PO Liquidation* | FY 2015 | | (661,885.20) | 467,457.38 | n/a | n/a | 467,457.38 | | | 150551.5 | | |
| | | | 67188 FY16 PO Issue | FY 2016 | 29046 | 1,314,475.89 | 1,781,933.27 | | | 467,457.38 | 1,314,475.89 | 261973.38 | | | |
| | | | 67499 FY16 PO Issue | FY 2016 | 29264 | 121,541.98 | 1,903,475.25 | | | 467,457.38 | 1,436,017.87 | 0 | | | |
| | | | 67400 FY16 PO Issue | FY 2016 | 29302 | 661,885.20 | 2,565,360.45 | | | 467,457.38 | 2,097,903.07 | 213414.37 | | | |
| | | | 67399 FY16 PO Issue | FY 2016 | 29298 | 45,285.65 | 2,610,646.10 | | | 467,457.38 | 2,143,188.72 | 0 | | | |
| | | 130,534 | ^contingency balance--> | | | | v | v | v | | | | | | |
| **WS16EW** | Claude H. Dyal WTP Elevated Walkway Improvements | | | | | | | | | | | | | | |
| Op. Rev. | | 1,213,820.00 | 3/24/2015 VIII. 3. | 2015-012 | | 63-00 | | | | | | | | | |
| Project Manager: Anna Hoang, Engineering | | 110,347.00 | 10% contingency authorized of $1,103,473 | | | | | | | | | | | | |
| account # 421-4055-536-63-00 | | 1,103,473.00 | exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| | **Brandes Design-Build, Inc. PO # 065796** | | FY15 PO Issue | FY 2015 | 27257 | 1,103,473.00 | 1,103,473.00 | n/a | n/a | 1,103,473.00 | | $ 121,797.99 | $ 220,050.00 | n/a | n/a |
| | Bid No. B-15-09-COC | | *PO 65796 FY15 Year-End PO Liquidation* | | | (883,423.00) | 220,050.00 | | | 220,050.00 | | | | | |
| | | | *FY16 PO Issue* | FY 2016 | 29146 | 883,423.00 | 1,103,473.00 | | | 220,050.00 | 883,423.00 | | | | |
| | FY 2016 P.O. 67359 | | | | | 7,268.19 | 1,110,741.19 | | | 220,050.00 | 890,691.19 | | | | |
| | | 103,079 | ^contingency balance--> | | | | | | | | | | | | |
| **WS1001** | Industrial Park Pump Station | | | | | | | | | | | | | | |
| Op. Rev. | | 4,889,500.00 | 11/25/14, VIII.8 | 2014-138 | | | | | | | | | | | |
| Project Manager: Anna Hoang | | 444,500.00 | 10% contingency authorized | | | 63-00 | | | | | | | | | |
| account #421-4055-536.63-00 | | 4,445,000.00 | exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| | **Brandes Design-Build. PO #65207** | | FY15 PO Issue | FY 2015 | 26451 | 4,445,000.00 | 4,445,000.00 | n/a | n/a | 4,445,000.00 | | $ 57,645.00 | $ 2,959,457.53 | n/a | n/a |
| | Bid No. B-15-01-COC | | *CO #1 for electric actuated butterfly valves* | FY 2015 | 27931 | 41,985.41 | 4,486,985.41 | | | 4,486,985.41 | | | | | |
| | | | *CO#2 for necessary modifications to electrical design* | FY 2015 | 28332 | 14,574.50 | 4,501,559.91 | | | 4,501,559.91 | | | | | |
| | | | *PO 65207 FY15 Year-End PO Liquidation* | | | (1,542,102.38) | 2,959,457.53 | | | 2,959,457.53 | | | | | |
| | | | *FY16 PO Issue* | FY2016 | | 1,542,102.38 | 4,501,559.91 | | | 2,959,457.53 | 1,542,102.38 | | | | |
| | FY 2016 P.O. 67318 | | | | | | | | | | | | | | |
| | | 387,940 | ^contingency balance--> | | | | v | v | v | | | | | | |
| **WS0501** | Well 17 Pipeline Improvements | | | | | | | | | | | | | | |
| Op. Rev. | | 757,781.31 | 9/9/14 VIII.3 | 2014-102 | | | | | | | | | | | |
| Project Manager: Andrew Dugan | | 68,889.21 | 10% contingency authorized | | | 63-00 | | | | | | | | | |
| account #421-4055-536.63-00 | | 688,892.10 | exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| | **Atlantic Development of Cocoa. PO# 64326** | | FY14 PO Issue | FY 2014 | 25488 | 688,892.10 | 688,892.10 | | 688,892.10 | | | $ - | $ 590,107.65 | $ - | n/a |
| | Task Order 2014-09 | | *FY14 Year-End PO Liquidation* | | | (688,892.10) | - | | - | | | | | | |
| | **Atlantic Development of Cocoa. PO# 64713** | | FY15 PO Issue | FY 2015 | 25843 | 688,892.10 | 688,892.10 | | - | 688,892.10 | | | | | |
| | Task Order 2014-09 | | *CO #1 to Repair 4" Blowoff* | FY2015 | 27259 | 8,351.11 | 697,243.21 | | - | 697,243.21 | | | | | |
| | | | *FY15 Year End PO Liquidation* | | | (107,135.56) | 590,107.65 | | - | 590,107.65 | | | | | |
| | FY2016 P.O. PENDING | | *PENDING FY16 PO Issue* | FY2016 | PENDING | 107,135.56 | 697,243.21 | | - | 590,107.65 | 107,135.56 | | | | |
| | | 60,538 | ^contingency balance--> | | | | v | v | v | v | | | | | |
| **WS1216** | Dyal Plant Flocculation/Sedimentation Basin Drain System Modifications | | | | | | | | | | | | | | |
| Op. Rev. | | 320,086.00 | 9/9/14 VIII.2 and 10/13/15 VIII.6. | 2015-071 | | | | | | | | | | | |
| Project Manager: Anna Hoang | | 21,086.00 | 9.2% contingency authorized | 2014-101 | | 63-00 | | | | | | | | | |
| account # 421-4055-536.63-00 | | 70,000.00 | additional contigency authorized | Note: typo on Agenda stating total contingency is $91,083, however resolution states contingency is $91,086 | | | | | | | | | | | |

| Project # | Project Description + Details | Construction contract not to exceed $ | Date Approved | Resolution # | Requisition # | Requisition $ by Account # | All Fiscal Years Cumulative | FY13 Cum | FY14 Cum. | FY15 Cum. | FY16 Cum. | FY2016 Expenditures | FY2015 Expenditures | FY2014 Expenditures | FY2013 Expenditures |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 229,000.00 | exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| | **Villages Construction, Inc. PO# 64327 CANCELED** | | FY14 PO Issue | FY 2014 | 25489 | 229,000.00 | 229,000.00 | | 229,000.00 | | | $ 77,129.25 | $ 131,648.91 | $ - | n/a |
| | Bid No. B-14-16-COC | | *FY14 Year-End PO Liquidation* | | | (229,000.00) | - | | - | | | | | | |
| | **Villages Construction, Inc. PO#64587** | | FY 15 PO Issue | FY 2015 | 25834 | 229,000.00 | 229,000.00 | | - | 229,000.00 | | | | | |
| | | | *CO #1 electrical exploratory work* | | 28333 | 4,613.16 | 233,613.16 | | - | 233,613.16 | | | | | |
| | | | *FY15 Year End PO Liquidation* | | | (101,964.25) | 131,648.91 | | - | 131,648.91 | | | | | |
| | **Villages Construction FY 2016 PO 67398** | | PO 67398 FY16 PO Issue | FY2016 | 29288 | 37,009.89 | 168,658.80 | | - | 131,648.91 | 37,009.89 | | | | |
| | | | *True up PO67398 balance from FY2015* | | 29387 | 64,954.36 | 233,613.16 | | - | 131,648.91 | 101,964.25 | | | | |
| | | | | | 29402 | 463.08 | 234,076.24 | | - | 131,648.91 | 102,427.33 | 51579 | | | |
| | FY 2016 CH2M Hill P.O. 67330 $18,419.11 not from "contingency"? | | | | | | | | | | | | | | |
| | **FY 2016 Brandes Design-Build Inc. PO#67064 ($26.895) (from authorized contigency)** | | *FY 2016 Furnish and install conduit and associated electrical work* | FY2016 | 28903 | 26,895.00 | 26,895.00 | | | - | 26,895.00 | 25550.25 | | | |
| | | **59,115** | ^contingency balance--> | | | | v | v | v | v | | | | | |
| **WS1117** | SCADA Support Hardware Integration Services | | | | | | | | | | | | | | |
| Op. Rev. | | 3,145,938.40 | 8/12/14 VIII.5 | 2014-090 | | | | | | | | | | | |
| Project Manager: | | 231,664.40 | 10% contingency authorized | | | 63-00 | 64-00 | | | | | | | | |
| account #421-4055-536.64-00 | | 597,630.00 | Change order to support the Repair of Deficiencies 8-25-15 V.5 | | | | | | | | | | | | |
| | | 2,316,644.00 | exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| | **CH2M Hill Engineers, Inc. PO# 64202** | | FY14 PO Issue | FY 2014 | 25301 | | 2,316,644.00 | 2,316,644.00 | | 2,316,644.00 | | | $ 373,086.90 | $ 1,544,805.10 | $ - | n/a |
| | Task Order 2014-58 | | *FY14 Year-End PO Liquidation for Task Order 2014-58* | | | | (2,316,644.00) | - | | - | | | | | |
| | **CH2M Hill Engineers, Inc. PO# 64883** | | *FY 2015 PO Issue* | FY 2015 | 26194 | | 2,316,644.00 | 2,316,644.00 | | - | 2,316,644.00 | | | | |
| | | | | | 26634 | | (2,316,644.00) | | | - | | | | | |
| | | | *CO#1-account number change only 421-4055-536.63-00* | | 26634 | 2,253,869.00 | 62,775.00 | 2,316,644.00 | | - | 2,316,644.00 | | | | |
| | | | *CO#2-to support the repair of deficiencies identified through execution of the original task* | | 28276 | 597,630.00 | | 2,914,274.00 | | - | 2,914,274.00 | | | | |
| | | | *CO#3-to correct CO#2 Internal use only to put into right account* | | n/a | | | 2,914,274.00 | | - | 2,914,274.00 | | | | |
| | | | *FY15 Year-End PO Liquidation* | | | (1,369,468.90) | - | 1,544,805.10 | | - | 1,544,805.10 | | | | |
| | **CH2M Hill Engineers, Inc. PO# 67262** | | FY16 PO Issue | FY2016 | | 1,369,468.90 | - | 2,914,274.00 | | - | 1,544,805.10 | 1,369,468.90 | | | |
| | **Same project, different task orders, not from "contingency"** | | | | | | | | | | | | | | |
| | **CH2M Hill Engineers, Inc. PO# 67260** | | | | | | | | | | | | | | |
| | **CH2M Hill Engineers, Inc. PO# 67261** | | | | | | | | | | | | | | |
| | **CH2M Hill Engineers, Inc. PO# 67263** | | | | | | | | | | | | | | |
| | **CH2M Hill Engineers, Inc. PO# 67264** | | | | | | | | | | | | | | |
| | | **231,664** | ^contingency balance--> | | | | v | v | v | v | | | | | |
| **WS1176** | 1.5MG Elevated Storage Tank Coating Rehab | | | | | | | | | | | | | | |
| Op. Rev. | | 891,000.00 | 7/22/14 VIII.2 | 2014-076 | | | | | | | | | | | |
| Project Manager: Andrew Dugan | | 81,000.00 | 10% contingency authorized | | | | 46-00 | | | | | | | | |
| account #421-4020-536.46-00 | | 810,000.00 | exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| | **Worth Contracting, Inc. PO# 64102** | | FY14 PO Issue | FY 2014 | 25159 | | 810,000.00 | 810,000.00 | | 810,000.00 | | | $ 4,000.00 | $ 791,514.20 | $ 72,360.00 | n/a |
| | Bid No. B-14-10-COC | | *FY14 Year-End PO Liquidation* | | | | (737,640.00) | 72,360.00 | | 72,360.00 | | | | | |
| | **Worth Contracting, Inc. PO# 64642** | | *FY15 PO Issue* | FY 2015 | 25876 | | 810,000.00 | 882,360.00 | | 72,360.00 | 810,000.00 | | | | |
| | | | *CO #1 liquidate amount paid in FY 14* | | 26050 | | (72,360.00) | 810,000.00 | | 72,360.00 | 737,640.00 | | | | |
| | **PO 67085** | | *CO#2 for scaffolding onsite at elevated tank* | | 28292 | | 57,874.20 | 867,874.20 | | 72,360.00 | 795,514.20 | | | | |
| | | | *FY15 Year End PO Liquidation* | | | | (4,000.00) | 863,874.20 | | 72,360.00 | 791,514.20 | | | | |
| | | | FY16 PO Issue | FY2016 | 28943 | | 4,000.00 | 867,874.20 | | 72,360.00 | 791,514.20 | 4,000.00 | | | |
| | | **23,126** | *^contingency balance-->* | | | | **COMPLETE** | v | v | v | v | | | | |
| **WS1426** | Dyal Water Treatment Plant Switchgear & Generator Closed Loop Transition Upgrade | | | | | | | | | | | | | | |
| Op. Rev. | | 645,947.00 | 7/8/14 V.3 | 2014-064 | | | | | | | | | | | |
| | | 120,100.00 | 3/10/15, V.2 | no Resolution: project amendment | | | | | | | | | | | |
| Project Manager: Joe DeGiovine | | 47,804.00 | 10% contingency authorized | | | 63-00 | | | | | | | | | |
| account #421-4055-536.63-00 | | 478,043.00 | exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| | **IEM Power Systems LLC PO# 64076** | | FY14 PO Issue | FY 2014 | 25120 | 478,043.00 | 478,043.00 | | 478,043.00 | | | $ 18,000.00 | $ 246,351.60 | $ - | n/a |
| | Bid No. B-14-12-COC | | *FY14 Year-End PO Liquidation* | | | (478,043.00) | - | | - | | | | | | |
| | **IEM Power Systems LLC PO#65274** | | FY15 PO Issue | FY 2015 | 26591 | 478,043.00 | 478,043.00 | | | 478,043.00 | | | | | |
| | Bid No. B-14-12-COC | | *CO #1 add funds by Council Approval 3/10/15, V2* | | 27169 | 110,600.00 | 588,643.00 | - | | 588,643.00 | | | | | |
| | | | *FY15 Year End PO Liquidation* | | | (342,291.40) | 246,351.60 | | | 246,351.60 | | | | | |
| | **IEM Power Systems LLC PO#67525** | | FY16 PO Issue | FY2016 | 29418 | 324,291.40 | 588,643.00 | | | 246,351.60 | 342,291.40 | | | | |
| | | **47,804** | ^contingency balance--> | | | | v | v | v | v | | | | | |
| **WS1113** | Liquid Oxygen Conversion | | | | | | | | | | | | | | |
| 2010 Bond & Op.Rev. | | 2,377,268.96 | 7/8/14 Item V.6 | 2014-072 | | | | | | | | | | | |
| Project Manager: A. Dugan | | 194,910.00 | contingency authorized | | | 63-00 | | | | | | | | | |
| account #421 4055 536 63-00 | | 2,182,358.96 | constr' exp authorized before contingency | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | |
| | | | | FY2013 | | - | - | | | | | | | | |
| | **Brandes Design-Build, Inc. PO# 62619** | | FY14 PO Issue | FY2014 | 23342 | 1,949,100.00 | 1,949,100.00 | - | 1,949,100.00 | | | $ - | $ 1,129,827.22 | $ 1,061,100.00 | n/a |
| | Bid No. B-13-12-COC | | CO #1 Work on dielectric system | | 24985 | 233,258.96 | 2,182,358.96 | - | 2,182,358.96 | | | | | | |

| Project # | Project Description + Details | Construction contract not to exceed $ | Date Approved | Resolution # | Requisition # | Requisition $ by Account # | | All Fiscal Years Cumulative | FY13 Cum | FY14 Cum. | FY15 Cum. | FY16 Cum. | | FY2016 Expenditures | FY2015 Expenditures | FY2014 Expenditures | FY2013 Expenditures |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | FY14 Year-End PO Liquidation | | | (1,121,258.96) | | 1,061,100.00 | | 1,061,100.00 | | | | | | | |
| | **Brandes Design-Build, Inc. PO# 64854** | | FY15 PO Issue | FY2015 | 26152 | 1,121,258.96 | | 2,182,358.96 | | 1,061,100.00 | 1,121,258.96 | | | | | | |
| | Bid No. B-13-12-COC | | CO #2 Add'l Programming | | 26445 | 19,072.05 | | 2,201,431.01 | | 1,061,100.00 | 1,140,331.01 | | | | | | |
| | | | CO #3 Contract extended 63 days | | 26982 | 53,673.83 | | 2,255,104.84 | | 1,061,100.00 | 1,194,004.84 | | | | | | |
| | **Brandes Design-Build, Inc. PO# 67458** | | CO#4 cut free two ozone generator discharge pipes | | 28197 | 8,986.45 | | 2,264,091.29 | - | 1,061,100.00 | 1,202,991.29 | | | | | | |
| | | | *FY15 Year End PO Liquidation* | | | (73,164.07) | | 2,190,927.22 | | 1,061,100.00 | 1,129,827.22 | | | | | | |
| | | | FY16 PO Issue | FY2016 | 29378 | 73,164.07 | | 2,264,091.29 | | 1,061,100.00 | 1,129,827.22 | 73,164.07 | | | | | |
| | | **113,178** | ^contingency balance--> | | | | | v | v | v | v | | | | | | |
| **WS1222** | BNR Process Improvements | | | | | | | | | | | | | | | | |
| DER restricted + Op.Rev | | 2,970,900.00 | 08/13/13 VIII.7 | 2013-083 | | | | | | | | | | | | | |
| account #421 4120 536 63-00 + 64-00 | | 191,900.00 | contingency authorized | | | | | | | | | | | | | | |
| | | 2,779,000.00 | constr' exp authorized before contingency | | | | | | | | | | | | | | |
| | **Brandes Design-Build, Inc. PO# 62086** | | | | | | | | | | | | | | | | |
| | Bid No. B-13-11-COC | 86,000 | 7/28/15 VIII. 3. | 2015-037 | | | | | | | | | | | | | |
| | *$5k reimburse check for overpmt of retainage in error - NOT a change order* | 10,000 | contingency authorized for emergency task order | | | 63-00 | 64-00 | | | | | | | | | | |
| | **Brandes Design-Build, Inc. PO# 62605** | 76,000 | Emergency Task Order authorized ($76k before task order contingency) | | | | | | | | | | | | | | |
| | Bid No. B-13-11-COC | | | | | | | | | | | | | | | | |
| | | | | | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | | |
| | **Brandes Design-Build, Inc. PO# 64940** | | | FY2012 | | - | - | - | | | | | | | | | |
| | Bid No. B-13-11-COC | | | FY2013 | 22658 | 1,250,550.00 | 1,528,450.00 | 2,779,000.00 | 2,779,000.00 | | | | | $ - | $ 675,526.65 | $ 2,023,431.73 | $ 50,000.00 |
| | [9[ | | *FY13 Year-End PO Liquidation* | | | (1,200,550.00) | (1,528,450.00) | 50,000.00 | 50,000.00 | | | | | | | | |
| | | | FY14 PO Reissue | FY2014 | 23304 | 1,200,550.00 | 1,528,450.00 | 2,779,000.00 | 50,000.00 | 2,729,000.00 | | | | | | | |
| | **Brandes Design-Build, Inc. PO# 67346** | | CO #1 Modification to drain lines in BNR tanks | | 24840 | 22,776.29 | | 2,801,776.29 | 50,000.00 | 2,751,776.29 | | | | | | | |
| | | | FY14 Year-End PO Liquidation | | | | (728,344.56) | 2,073,431.73 | 50,000.00 | 2,023,431.73 | | | | | | | |
| | | | | | | | | 2,073,431.73 | 50,000.00 | 2,023,431.73 | | | | | | | |
| | | | FY15 PO Reissue | FY2015 | 26276 | 728,344.56 | | 2,801,776.29 | 50,000.00 | 2,023,431.73 | 728,344.56 | | | | | | |
| | | | CO #2 Exploratory excavation | | 26423 | 11,040.00 | | 2,812,816.29 | 50,000.00 | 2,023,431.73 | 739,384.56 | | | | | | |
| | | | CO #3 Cable Tray | | 27079 | 5,978.14 | | 2,818,794.43 | 50,000.00 | 2,023,431.73 | 745,362.70 | | | | | | |
| | | | CO #4 to Remove Sludge | | 27209 | 10,000.00 | | 2,828,794.43 | 50,000.00 | 2,023,431.73 | 755,362.70 | | | | | | |
| | | | *FY15 Year End PO Liquidation* | | | (79,836.05) | | 2,748,958.38 | 50,000.00 | 2,023,431.73 | 675,526.65 | | | | | | |
| | | | FY16 PO Issue | FY2016 | 29212 | 79,836.05 | | 2,828,794.43 | 50,000.00 | 2,023,431.73 | 675,526.65 | 79,836.05 | | | | | |
| | | | | | 29329 | (5,000.00) | | 2,823,794.43 | 50,000.00 | 2,023,431.73 | 675,526.65 | 74,836.05 | | | | | |
| | | | | | | 4,151.50 | | 2,827,945.93 | 50,000.00 | 2,023,431.73 | 675,526.65 | 78,987.55 | | | | | |
| | **Maxwell Contracting, Inc. PO#066365** | | Task Order 2015-12 to Maxwell Contracting, Inc. | | 27986 | 76,000.00 | | 76,000.00 | - | - | 76,000.00 | | | | $ 76,000.00 | n/a | |
| | Emergency - compromise of existing expansion joint | | | | | this portion is complete; project is incomplete | | | | | | | | | | | |
| | | **142,954** | ^contingency balance--> for Brandes Design-Build | | | | | | | | | | | | | | |
| | | **10,000** | ^contingency balance--> for Maxwell Contracting | | | | | v | v | v | v | | | | | | |
| **WS0711** | Wewahootee Pump Station Improvements | | | | | | | | | | | | | | | | |
| 2010 Bond + Op. Rev. | | 3,448,060.00 | 05/28/13 VIII.9 | 2013-055 | | | | | | | | | | | | | |
| Project Manager: A. Dugan | | 313,460.00 | contingency authorized | | | 63-00 | | | | | | | | | | | |
| account #421 4055 536 63 00 | | 3,134,600.00 | constr' exp authorized before contingency | | | | | | | | | | | | | | |
| | | 235,872.00 | change order authorized | | | | | | | | | | | | | | |
| | | **3,683,932.00** | ****11/25/14 VIII.6** | 2014-135 | | | | | | | | | | | | | |
| | | | | | | | | Cumulative | FY13 cum | FY14 cum | FY15 cum | FY16 cum | | | | | |
| | | | | FY2012 | | - | | - | | | | | | | | | |
| | **Brandes Design-Build, Inc. PO# 61731** | | | FY2013 | 22211 | 3,134,600.00 | | 3,134,600.00 | 3,134,600.00 | | | | | $ - | $ 323,670.39 | $ 2,272,916.22 | $ 980,613.00 |
| | Bid No. B-13-09-COC | | *to correct PO, deduct alt. #5* | | 22348 | (25,000.00) | | 3,109,600.00 | 3,109,600.00 | | | | | | | | |
| | | | CO#2 services and fittings to 24" and 36" line stops | | 22674 | 50,360.00 | | 3,159,960.00 | 3,159,960.00 | | | | | | | | |
| | | | *FY13 Year-End PO Liquidation* | | | (2,179,347.00) | | 980,613.00 | 980,613.00 | | | | | | | | |
| | **Brandes Design-Build, Inc. PO# 62720** | | *FY14 PO Reissue* | FY2014 | 23395 | 2,179,347.00 | | 3,159,960.00 | 980,613.00 | 2,179,347.00 | | | | | | | |
| | Bid No. B-13-09-COC | | CO #1 for delays caused by thrust block on existing pipe | | 23652 | 16,805.61 | | 3,176,765.61 | 980,613.00 | 2,196,152.61 | | | | | | | |
| | | | CO #2 - New roof & new butterfly valves | | 23912 | 56,800.00 | | 3,233,565.61 | 980,613.00 | 2,252,952.61 | | | | | | | |
| | | | CO #3 install thrust block, butterfly valve, replace windows | | 24178 | 30,857.00 | | 3,264,422.61 | 980,613.00 | 2,283,809.61 | | | | | | | |
| | | | CO #4 Modify vacuum strategy | | 24577 | 86,905.17 | | 3,351,327.78 | 980,613.00 | 2,370,714.78 | | | | | | | |
| | | | *FY14 Year-End PO Liquidation* | | | (97,798.56) | | 3,253,529.22 | 980,613.00 | 2,272,916.22 | | | | | | | |
| | **Brandes Design-Build, Inc. PO#65208** | | FY15 PO Reissue | FY2015 | 26523 | 97,798.56 | | 3,351,327.78 | 980,613.00 | 2,272,916.22 | 97,798.56 | | | | | | |
| | Bid No. B-13-09-COC | | CO #5 Add'l Communication/Electrical upgrades approved by Council | | *26523* | 235,871.83 | ** | 3,587,199.61 | 980,613.00 | 2,272,916.22 | 333,670.39 | | | | | | |
| | | | *FY15 Year End PO Liquidation* | | | (10,000.00) | | 3,577,199.61 | 980,613.00 | 2,272,916.22 | 323,670.39 | | | | | | |
| | **Brandes Design-Build, Inc. PO#67505** | | FY16 PO Issue | FY2016 | *29380* | 10,000.00 | | 3,587,199.61 | 980,613.00 | 2,272,916.22 | 323,670.39 | 10,000.00 | | | | | |
| | | **71,732.22** | ^contingency balance--> | | | | | v | v | v | v | | | | | | |

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 16-11 | **Version:** | 1 | **Name:** | FY 2015 Budget Adjustment Report |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 1/11/2016 | | | **In control:** | City Council |
| **On agenda:** | 1/26/2016 | | | **Final action:** | |
| **Title:** | FY 2016 Budget Adjustment Report. (Finance Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | December 2015 REVENUE Budget Tracking.pdf<br>December 2015 EXPENSE Budget Tracking.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2016
Agenda Date: January 26, 2016
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2015 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 2016 thru December 31, 2015.

## 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 2016 BUDGET TRACKING WORKSHEET

## REVENUE TRANSFER/AMENDMENT DETAIL
## AS OF: 12/31/2015

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 12/14/15 | 001-0000-389.99-50 | (1,054,358) | FB APPROP RESERVES | | 875 |
| | 001-0000-331.39-10 | 1,148,282 | FED GRANT -TRANSPORTATION | | 875 |
| | 001-0000-389.99-11 | 460,094 | RESTRICTED CASH CARRY FORWARD | | 875 |
| 3 | Budget Amendments/Transfers | | Division 0000 Total | $554,018 | |
| | 3 Total Budget Amendments/Transfers | | **GENERAL FUND** | **$554,018** | |
| 11/09/15 | 110-0000-389.99-10 | 161,328 | FROM CASH CARRY FORWRD CONTRACT SERVICES | | 670 |
| | 110-0000-338.00-00 | (3,436) | FROM SHARED REVENUE LOCAL CONTRACT SERVICES | | 670 |
| 2 | Budget Amendments/Transfers | | Division 0000 Total | $157,892 | |
| | 2 Total Budget Amendments/Transfers | | **REDEVELOPMENT AGENCY FUND** | **$157,892** | |
| 12/02/15 | 111-0000-338.00-00 | (281) | FY16 REVISED BUDGET | | 681 |
| | 111-0000-389.99-10 | 162,966 | | | |
| 1 | Budget Amendments/Transfers | | Division 0000 Total | $162,685 | |
| | 1 Total Budget Amendments/Transfers | | **CRA DIAMOND SQUARE 626** | **$162,685** | |
| 11/19/15 | 112-0000-338.00-00 | (284) | REDUCE TIF REVENUE REVISED FY16 BUDGET | | 543 |
| 1 | Budget Amendments/Transfers | | Division 0000 Total | ($284) | |
| | 1 Total Budget Amendments/Transfers | | **CRA US1 CORRIDOR** | **($284)** | |
| 12/14/15 | 421-0000-389.99-50 | 403,376 | BAL FWD / FUND BAL APPROP RESERVES | | 874 |
| | 421-0000-389.99-50 | 1,218,834 | | | |
| | 421-0000-389.99-50 | 58,192 | TO BALANCE FWD / BAL APPROP RESERVES | | 873 |
| | 421-0000-389.99-50 | 753,233 | TO BALANCE FWD / FUN BAL APPROP RESERVES | | 872 |
| 3 | Budget Amendments/Transfers | | Division 0000 Total | $2,433,635 | |
| | 3 Total Budget Amendments/Transfers | | **WATER/SEWER ENTERPRISE** | **$2,433,635** | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| **10** | **Transfers & Amendments between 10/1/2015 and 12/31/2015** | | | |
| | | | **FY 2016 TOTAL TRANSFERS & AMENDMENTS** | **3,307,946** |

*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: C:\Users\ltaylor\Desktop\Rev & Exp Agenda Reports\FY 2016 Rev & Exp Agenda Reports\FY 2016 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoljt



Date: 1/11/2016

# FY 2016 EXPENSE BUDGET TRACKING WORKSHEET

## EXPENSE TRANSFER/AMENDMENT DETAIL
## AS OF: 12/31/2015

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| **1100 - CITY MANAGER'S OFFICE** | | | | | |
| 11/24/15 | 001-1100-512.12-00 | (7,200) | FROM REG SALARIES & WAGES TO EXECUTIVE /SPECIAL PAY | | 601 |
| | 001-1100-512.15-00 | 7,200 | | | |
| 1 | Budget Amendments/Transfers | | Division 1100 Total | $0 | |
| **1103 - INFORMATION TECHNOLOGY** | | | | | |
| 10/20/15 | 001-1103-516.27-00 | (2,400) | FROM CAFETERIA PLAN TO CAFETERIA PLAN | | 602 |
| | 001-1103-516.21-00 | (3,534) | FROM FICA TAXES TO FICA TAXES | | 602 |
| | 001-1103-516.23-00 | (7,591) | FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE | | 602 |
| | 001-1103-516.12-00 | (43,784) | FROM REG SALARIES & WAGES TO REG SALARIES & WAGES | | 602 |
| | 001-1103-516.22-00 | (3,179) | FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO | | 602 |
| | 001-1103-516.24-00 | (116) | FROM WORKER'S COMP TO WORKER'S COMP | | 602 |
| 6 | Budget Amendments/Transfers | | Division 1103 Total | ($60,604) | |
| **1500 - FINANCE GENERAL ACCOUNTNG** | | | | | |
| 11/25/15 | 001-1500-513.12-00 | (26,030) | FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS | | 623 |
| | 001-1500-513.12-12 | 26,030 | | | |
| 1 | Budget Amendments/Transfers | | Division 1500 Total | $0 | |
| **1600 - GENERAL OPERATIONS** | | | | | |
| 11/10/15 | 001-1600-513.49-00 | (20,000) | TXFR FRM OTHER CHRGS & OB TO UNEMPLOYMENT COMP | | 440 |
| | 001-1600-513.25-00 | 20,000 | | | |
| 1 | Budget Amendments/Transfers | | Division 1600 Total | $0 | |
| **1801 - HUMAN RESOURCES** | | | | | |
| 10/22/15 | 001-1801-513.47-00 | 877 | BADGE PRINTING | | 216 |
| 1 | Budget Amendments/Transfers | | Division 1801 Total | $877 | |
| **1805 - CITY CLERK** | | | | | |
| 10/22/15 | 001-1805-513.52-00 | (877) | BADGE PRINTING | | 216 |
| 1 | Budget Amendments/Transfers | | Division 1805 Total | ($877) | |
| **2100 - POLICE ADMIN/OPERATIONS** | | | | | |
| 10/15/15 | 001-2100-521.46-00 | (1,336) | TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR | | 150 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 10/29/15 | 001-2100-521.41-00 | (1,824) | TXFR FRM LAW ENFC / COMM TO LAW ENFC / OPERATING | | 290 |
| | 001-2100-521.52-00 | 1,824 | | | |
| 11/04/15 | 001-2100-521.52-00 | 5,182 | TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING | | 364 |
| | 001-2100-521.41-00 | (1,168) | TXFR FRM LAW ENF / COMM TO LAW ENF / OPERATING | | 364 |
| | 001-2100-521.52-00 | (1,305) | TXFR FRM LAW ENF / OPERAT TO LAW ENF / OPERATING | | 364 |
| | 001-2100-521.46-00 | (1,135) | TXFR FRM LAW ENF / REPAIR TO LAW ENF / OPERATING | | 364 |
| 11/25/15 | 001-2100-521.12-00 | (15,000) | FROM REG SALARIES & WAGES TO WAGES/SALARIES/CONTRAC | | 671 |
| | 001-2100-521.12-06 | 15,000 | | | |
| 12/14/15 | 001-2100-521.64-00 | (15,120) | FROM LAW ENF / MACH & EQU TO LAW ENF / RENT & LEASE | | 879 |
| | 001-2100-521.44-00 | 15,120 | | | |
| 12/23/15 | 001-2100-521.41-00 | (1,000) | CHANGE ORDER TO PO 66815 | | 1017 |
| | 001-2100-521.52-00 | 500 | | | |
| | 001-2100-521.54-00 | 500 | | | |
| 9 | Budget Amendments/Transfers | | Division 2100 Total | $238 | |
| **2101 - POLICE COMMUNICATIONS** | | | | | |
| 10/15/15 | 001-2101-521.46-00 | 1,336 | TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR | | 150 |
| 11/04/15 | 001-2101-521.64-00 | (1,574) | TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING | | 364 |
| 2 | Budget Amendments/Transfers | | Division 2101 Total | ($238) | |
| **3200 - ADMINISTRATION** | | | | | |
| 10/20/15 | 001-3200-515.27-00 | 2,400 | FROM CAFETERIA PLAN TO CAFETERIA PLAN | | 602 |
| | 001-3200-515.21-00 | 3,534 | FROM FICA TAXES TO FICA TAXES | | 602 |
| | 001-3200-515.23-00 | 7,591 | FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE | | 602 |
| | 001-3200-515.12-00 | 43,784 | FROM REG SALARIES & WAGES TO REG SALARIES & WAGES | | 602 |
| | 001-3200-515.22-00 | 3,179 | FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO | | 602 |
| | 001-3200-515.24-00 | 116 | FROM WORKER'S COMP TO WORKER'S COMP | | 602 |
| 6 | Budget Amendments/Transfers | | Division 3200 Total | $60,604 | |
| **3290 - LEISURE SERVICES** | | | | | |
| 12/02/15 | 001-3290-574.12-00 | (14,240) | TO COVER NON-CITY SPECIAL EVENTS | | 682 |
| | 001-3290-574.64-00 | (4,990) | | | |
| | 001-3290-574.22-01 | 6,230 | | | |
| | 001-3290-574.15-00 | 13,000 | | | |
| 1 | Budget Amendments/Transfers | | Division 3290 Total | $0 | |
| **3500 - ADMINISTRATION** | | | | | |
| 10/29/15 | 001-3500-519.52-00 | 500 | TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES | | 290 |
| | 001-3500-519.44-00 | 500 | TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES | | 290 |
| 2 | Budget Amendments/Transfers | | Division 3500 Total | $1,000 | |
| **3510 - PUBLIC WORKS MAINTENANCE** | | | | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 10/29/15 | 001-3510-541.52-00 | (500) | TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES | | 290 |
| | 001-3510-541.44-00 | (500) | TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES | | 290 |
| 12/14/15 | 001-3510-541.63-00 | 554,018 | INFRASTRUCTURE | | 875 |
| 12/30/15 | 001-3510-541.46-00 | (10,000) | FROM REPAIR AND MAINT TO OPERATING SUPPLIES | | 1099 |
| | 001-3510-541.52-00 | 10,000 | | | |
| 4 Budget Amendments/Transfers | | | Division 3510 Total | $553,018 | |
| **3520 - PARKS & BEAUTIFICATION** | | | | | |
| 11/25/15 | 001-3520-572.12-00 | (225) | FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS | | 623 |
| | 001-3520-572.12-12 | 225 | | | |
| 1 Budget Amendments/Transfers | | | Division 3520 Total | $0 | |
| 36 Total Budget Amendments/Transfers | | | **GENERAL FUND** | **$554,018** | |
| **3230 - CRA ADMIN/OPERATIONS** | | | | | |
| 11/09/15 | 110-3230-559.39-00 | (2,551) | FROM CASH CARRY FORWRD TO CONTINGENCY | | 670 |
| | 110-3230-559.63-00 | 4,460 | | | |
| | 110-3230-559.63-00 | 37,473 | | | |
| | 110-3230-559.63-00 | 49,645 | | | |
| | 110-3230-559.63-00 | 61,110 | | | |
| | 110-3230-559.34-00 | 7,755 | FROM CASH CARRY FORWRD TO CONTRACT SERVICES | | 670 |
| 12/02/15 | 110-3230-559.83-00 | (2,800) | FROM OTHER GRANTS / AIDS TO CONTRACT SERVICES | | 738 |
| | 110-3230-559.34-00 | 2,800 | | | |
| 3 Budget Amendments/Transfers | | | Division 3230 Total | $157,892 | |
| 3 Total Budget Amendments/Transfers | | | **REDEVELOPMENT AGENCY FUND** | **$157,892** | |
| **3230 - CRA ADMIN/OPERATIONS** | | | | | |
| 10/05/15 | 111-3230-559.83-00 | (2,800) | TXFR FRM OTHER GRANT & AI TO TRAINING / TRAVEL PER | | 41 |
| | 111-3230-559.55-00 | 1,010 | | | |
| | 111-3230-559.40-00 | 1,790 | | | |
| 12/02/15 | 111-3230-559.83-00 | (281) | FY16 REVISED BUDGET | | 681 |
| | 111-3230-559.63-00 | 162,966 | | | |
| 12/08/15 | 111-3230-559.83-00 | (5,000) | FROM OTHER GRANTS & AIDS TO PROFESSIONAL SVCS | | 768 |
| | 111-3230-559.31-00 | 5,000 | | | |
| 3 Budget Amendments/Transfers | | | Division 3230 Total | $162,685 | |
| 3 Total Budget Amendments/Transfers | | | **CRA DIAMOND SQUARE 626** | **$162,685** | |
| **3230 - CRA ADMIN/OPERATIONS** | | | | | |
| 11/19/15 | 112-3230-559.83-02 | (284) | REDUCE TIF REVENUE REVISED FY16 BUDGET | | 543 |
| 12/08/15 | 112-3230-559.43-00 | (8) | FROM ELEC / WATER / SEWER TO INSURANCE | | 768 |
| | 112-3230-559.45-00 | 8 | | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 2 | Budget Amendments/Transfers | | Division 3230 Total | ($284) | |
| | 2 Total Budget Amendments/Transfers | | **CRA US1 CORRIDOR** | **($284)** | |
| **3580 - CAPITAL PROJECTS MNGMT** | | | | | |
| 12/14/15 | 301-3580-519.62-00 | (8,000,000) | FROM CAPITAL PRJCT-BLDNGS TO CAPITAL PRJCT - BLDNGS | | 881 |
| | 301-3580-519.62-00 | 2,500,000 | | | |
| | 301-3580-519.62-00 | 2,500,000 | | | |
| | 301-3580-519.62-00 | 3,000,000 | | | |
| 12/29/15 | 301-3580-519.62-00 | (203,492) | FROM BUILDINGS TO LAND | | 1068 |
| | 301-3580-519.62-00 | (10,000) | | | |
| | 301-3580-519.61-00 | 10,000 | | | |
| | 301-3580-519.61-00 | 203,492 | | | |
| 2 | Budget Amendments/Transfers | | Division 3580 Total | $0 | |
| | 2 Total Budget Amendments/Transfers | | **CAPITAL PROJECTS FUND** | **$0** | |
| **4010 - WATER ADMINISTRATION** | | | | | |
| 11/10/15 | 421-4010-536.31-01 | (5,000) | TXFR FRM LEGAL EXPENSES TO UNEMPLOYMENT COMP | | 440 |
| | 421-4010-536.25-00 | 5,000 | | | |
| 1 | Budget Amendments/Transfers | | Division 4010 Total | $0 | |
| **4020 - DYAL PLANT** | | | | | |
| 10/29/15 | 421-4020-536.46-00 | (4,000) | TXFR FRM REPAIR AND MAINT TO REPAIR AND MAINTENANCE | | 295 |
| | 421-4020-536.46-00 | 4,000 | | | |
| 12/14/15 | 421-4020-536.46-00 | 753,233 | TO REPAIR & MAINTENANCE | | 872 |
| | 421-4020-536.46-00 | 58,192 | | | 873 |
| 3 | Budget Amendments/Transfers | | Division 4020 Total | $811,425 | |
| **4055 - ENGINEERING** | | | | | |
| 10/22/15 | 421-4055-536.63-00 | (17,324) | PROJ EXTENTED-MORE FUNDS FOR SERVICES | | 215 |
| | 421-4055-536.63-00 | 17,324 | | | |
| 10/29/15 | 421-4055-536.63-00 | (70,000) | TXFR FRM INFRASTRUCTURE TO INFRASTRUCTURE | | 298 |
| | 421-4055-536.63-00 | 70,000 | | | |
| 12/14/15 | 421-4055-536.63-00 | (1,968,704) | FROM INFRASTRUCTURE TO INFRASTRUCTURE | | 880 |
| | 421-4055-536.63-00 | (1,467,681) | | | |
| | 421-4055-536.63-00 | (217,273) | | | |
| | 421-4055-536.63-00 | 3,653,658 | | | |
| | 421-4055-536.63-00 | 9,537 | INFRASTRUCTURE | | 874 |
| | 421-4055-536.63-00 | 11,623 | | | |
| | 421-4055-536.63-00 | 14,750 | | | |
| | 421-4055-536.63-00 | 124,533 | | | |
| | 421-4055-536.63-00 | 189,998 | | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 12/14/15... | 421-4055-536.63-00 | 388,626 | INFRASTRUCTURE... | | 874... |
| | 421-4055-536.63-00 | 415,981 | | | |
| | 421-4055-536.63-00 | 467,162 | | | |
| 12/17/15 | 421-4055-536.63-00 | (415,981) | FROM INFRASTRUCTURE TO INFRASTRUCTURE | | 939 |
| | 421-4055-536.63-00 | 415,981 | | | |
| 5 Budget Amendments/Transfers | | | Division 4055 Total | $1,622,210 | |
| **4120 - WATER RECLAMATION** | | | | | |
| 10/15/15 | 421-4120-536.46-00 | (4,900) | TXFR FRM REPAIRS & MAINTQ TO CONTRACT SERVICES | | 150 |
| | 421-4120-536.31-00 | 4,900 | | | |
| 12/08/15 | 421-4120-536.46-00 | (500) | FROM REPAIRS & MAINTENANC TO MACHINERY & EQUIPMENT | | 768 |
| | 421-4120-536.64-00 | 500 | | | |
| 12/22/15 | 421-4120-536.63-00 | (30,000) | WS1306 | | 990 |
| | 421-4120-536.68-10 | 30,000 | | | |
| 12/23/15 | 421-4120-536.46-00 | (556) | TABLET ACT COSTS > BUDGET | | 1018 |
| | 421-4120-536.64-15 | 556 | | | |
| 4 Budget Amendments/Transfers | | | Division 4120 Total | $0 | |
| **4125 - SEWER FIELD OPERATIONS** | | | | | |
| 11/24/15 | 421-4125-536.12-00 | (2,506) | FROM REG SALARIES & WAGES TO RETIREMENT CONTRIBUT | | 710 |
| | 421-4125-536.22-00 | 2,506 | | | |
| | 421-4125-536.22-00 | (2,506) | | | 715 |
| | 421-4125-536.12-00 | 2,506 | | | |
| 2 Budget Amendments/Transfers | | | Division 4125 Total | $0 | |
| 15 Total Budget Amendments/Transfers | | | **WATER/SEWER ENTERPRISE** | **$2,433,635** | |
| **3570 - STORMWATER UTILITY** | | | | | |
| 10/15/15 | 423-3570-538.52-00 | (500) | TXFR FRM OPERATING SUPPLI TO RENTALS AND LEASES | | 150 |
| | 423-3570-538.44-00 | 500 | | | |
| 1 Budget Amendments/Transfers | | | Division 3570 Total | $0 | |
| 1 Total Budget Amendments/Transfers | | | **STORMWATER UTILITY** | **$0** | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| **62** | **Transfers & Amendments between 10/1/2015 and 12/31/2015** | | | |
| | | | **FY 2016 TOTAL TRANSFERS & AMENDMENTS** | **3,307,946** |

*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.*

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 16-13 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 1/12/2016 | | | **In control:** | City Council |
| **On agenda:** | 1/26/2016 | | | **Final action:** | |
| **Title:** | New local business tax receipts. (Community Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 1-26-16 New local business tax receipts.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: January 12, 2016
Agenda Date: January 26, 2016
Prepared By: T. Scott Davis, MCP, Building Official
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
New local business tax receipts

## BACKGROUND:

Attached City Council will find a report identifying recipients of new local business tax receipts (occupational licenses) for December 20, 2015 - January 12, 2016. Please keep in mind that some may represent businesses that let their local business tax receipt (occupational license) expire and subsequently applied for a new local business tax receipt.

## STRATEGIC PLAN CONNECTION:

None.

## BUDGETARY IMPACT:

None.

## PREVIOUS ACTION:

None.


powered by Legistar™

**RECOMMENDED MOTION:**
None, this is an information agenda item.

| LIC # | BUSINESS NAME<br>BUSINESS ADDRESS | ISSUED | TYPE | CLASSIFICATION | BUS PHONE # |
|---|---|---|---|---|---|
| 16-00007330 | COUNSELING IN BREVARD, LLC<br>11 RIVERSIDE DR 5 UN<br>COCOA FL 32922 | 1/04/16 | NEW | Ambulatory Health Care Services | 321-544-2743 |
| 16-00007327 | ELEGANCE BY EV, LLC<br>402 BREVARD AVE 3 UN<br>COCOA FL 32922 | 12/21/15 | NEW | Miscellaneous Store Retailers | 772-486-9198 |
| 16-00007332 | LILY ALEXANDER, LLC DBA TWISTE<br>7 ROSA L JONES DR<br>COCOA FL 32922 | 1/11/16 | NEW | Merchant Wholesalers, Nondurable Goo | 321-863-0222 |
| 16-00007329 | SALON ON BREVARD, LLC<br>633 BREVARD AVE UNIT A<br>COCOA FL 32922 | 12/29/15 | NEW | Personal and Laundry Services | 321-863-9516 |
| 16-00007331 | SAMUEL BOOKHARDT III, P.A.<br>959 N COCOA BLVD<br>COCOA FL 32922 | 1/06/16 | NEW | Professional, Scientific, and Tech S | 321-433-0464 |
| 16-00007325 | T-MOBILE FINANCIAL, LLC<br>301 S COCOA BLVD<br>COCOA FL 32922-4206 | 12/21/15 | NEW | Merchant Wholesalers, Durable Goods | 800-927-9800 |
| 16-00007324 | T-MOBILE SOUTH, LLC<br>1034 CLEARLAKE RD<br>COCOA FL 32922-4407 | 12/21/15 | NEW | Merchant Wholesalers, Durable Goods | 800-927-9800 |
| 16-00007326 | T-MOBILE SOUTH, LLC<br>301 S COCOA BLVD<br>COCOA FL 32922-4206 | 12/21/15 | NEW | Merchant Wholesalers, Durable Goods | 800-927-9800 |

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 16-16 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 1/13/2016 | | | **In control:** | City Council |
| **On agenda:** | 1/26/2016 | | | **Final action:** | |
| **Title:** | Review The Employee Health Center usage report provided by CareATC. (Administrative Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | benefits, Health Center, insurance | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Cocoa Health Center Dashboard December 2015.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: January 13, 2016
Agenda Date: January 26, 2016
Prepared By: Tammy Gemmati, Administrative Services Director
Through:
Requested Action:
Review The Employee Health Center usage report provided by CareATC.

## BACKGROUND:

The Employee Health Center is a benefit at no cost to the employee that provides for primary health care, pre-packaged generic prescriptions, and lab services. The model of the center focuses on primary and preventive care with the goal of reducing claims on the City's medical plan. As of October 1, 2015, the City switched to a self-insured funded plan; so, reducing our overall claims experience and high claims will be the key to saving and continuing to contain the City's healthcare costs.

Provided is the utilization report that shows a summary of usage since inception (September 2014). In year one (September 2014-August 2015), the Health Center physician was able to identify and treat 701 chronic diseases/conditions through the PHA program and follow-up care. Additionally, there were 2,213 prescriptions dispensed during this timeframe. In year two, utilization continues by growing the number of unique visitors/patients to the health center. During the month of December, there were 275 usage encounters with a total of 213 prescriptions dispensed. The treatment during this timeframe resulted in a total of 56 chronic diseases being identified.

City Staff is working with Gehring Group, the City's benefit broker to obtain and review medical claims data which will illustrate the impact to the City's medical plan this past fiscal year. The claims data for the fiscal year 2015 will be finalized at the end of January. Gehring Group will complete an

analysis of the City's medical claims utilization, as well as the clinic, and analyze usage trends for items affected by the health center including office visits, labs, prescriptions, testing, and emergency room utilization. After Gehring Group's analysis is complete, a presentation will be given to City Council at a regular Council Meeting.

## STRATEGIC PLAN CONNECTION:

Offering the Employee Health Center as an employee benefit aids in retaining qualified employees and helps contain the City's health care costs which aids in the City's financial sustainability goals.

## BUDGETARY IMPACT:

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

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Information item only.



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## Cocoa Health Center Usage Dashboard Total Since Inception

| | | | | | | Chronic Disease Management | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Total Encounters | Unique Visitors* | Unique Employees | Unique Dependents | No Shows | Diabetes | Cholesterol | Blood Pressure | Obesity | Tobacco Use | | Chronic Visits | Chronic Diagnosis | PHA Reviews | PHAs | RX Dispensed |
| **Total** | **3,787** | **469** | **374** | **95** | **252** | **147** | **265** | **298** | **206** | **68** | | **719** | **953** | **374** | **471** | **3,197** |

** Unique visit: Number of individual patients that have visited the Health Center since opening (a single unique visitor may have had multiple appointments)*

## City of Cocoa
### Health Center Usage Dashboard Year 2

| | | | | | | Chronic Disease Management | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Total Encounters | Unique Visitors* | Unique Employees | Unique Dependents | No Shows | Diabetes | Cholesterol | Blood Pressure | Obesity | Tobacco Use | Unique Chronic | Chronic Visits | Chronic Diagnosis | PHA Reviews | PHAs | RX Dispensed |
| Year Two Health Fair PHAs July 2015 | | | | | | | | | | | | | | | 114 | |
| Sep-15 | 316 | 162 | 143 | 19 | 22 | 11 | 19 | 18 | 31 | 2 | 50 | 63 | 81 | 33 | 21 | 207 |
| Oct-15 | 372 | 156 | 133 | 23 | 25 | 7 | 17 | 25 | 21 | 0 | 45 | 70 | 39 | 39 | 26 | 385 |
| Nov-15 | 284 | 153 | 126 | 27 | 17 | 20 | 14 | 30 | 12 | 0 | 32 | 41 | 76 | 2 | 2 | 179 |
| Dec-15 | 275 | 152 | 120 | 32 | 17 | 8 | 10 | 30 | 7 | 1 | 24 | 32 | 56 | 5 | 3 | 213 |
| | | | | | | | | | | | | | | | | |
| **Total** | **1,247** | | | | **81** | **46** | **60** | **103** | **71** | **3** | | **206** | **252** | **79** | **166** | **984** |

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

## City of Cocoa
### Health Center Usage Dashboard Year 1

| | | | | | | Chronic Disease Management | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Total Encounters | Unique Visitors* | Unique Employees | Unique Dependents | No Shows | Diabetes | Cholesterol | Blood Pressure | Obesity | Tobacco Use | Unique Chronic | Chronic Visits | Chronic Diagnosis | PHA Reviews | PHAs | RX Dispensed |
| Year One Health Fair PHAs July 2014 | | | | | | | | | | | | | | | 134 | |
| Sep-14 | 146 | 100 | 90 | 10 | 6 | 12 | 22 | 20 | 10 | 7 | 32 | 37 | 71 | 33 | 38 | 71 |
| Oct-14 | 248 | 148 | 130 | 18 | 16 | 8 | 30 | 33 | 5 | 9 | 52 | 59 | 85 | 72 | 16 | 186 |
| Nov-14 | 168 | 114 | 92 | 22 | 16 | 5 | 14 | 13 | 10 | 5 | 35 | 36 | 47 | 23 | 16 | 120 |
| Dec-14 | 183 | 92 | 74 | 18 | 15 | 5 | 17 | 17 | 6 | 5 | 34 | 37 | 50 | 20 | 11 | 170 |
| Jan-15 | 219 | 96 | 85 | 11 | 12 | 4 | 22 | 14 | 11 | 6 | 37 | 45 | 57 | 18 | 14 | 119 |
| Feb-15 | 185 | 93 | 80 | 13 | 14 | 7 | 11 | 10 | 12 | 3 | 30 | 33 | 43 | 9 | 9 | 183 |
| Mar-15 | 238 | 96 | 83 | 13 | 10 | 7 | 16 | 10 | 14 | 7 | 34 | 41 | 54 | 4 | 7 | 229 |
| Apr-15 | 238 | 88 | 70 | 18 | 12 | 11 | 13 | 18 | 11 | 1 | 28 | 38 | 54 | 2 | 5 | 264 |
| May-15 | 239 | 86 | 73 | 13 | 27 | 7 | 8 | 15 | 14 | 6 | 30 | 40 | 50 | 2 | 6 | 194 |
| Jun-15 | 197 | 114 | 93 | 21 | 9 | 7 | 4 | 7 | 6 | 5 | 18 | 23 | 29 | 1 | 3 | 205 |
| Jul-15 Added 4 hrs | 276 | 119 | 102 | 17 | 22 | 15 | 17 | 17 | 10 | 5 | 40 | 50 | 64 | 41 | 21 | 284 |
| Aug-15 | 203 | 177 | 150 | 27 | 12 | 13 | 31 | 21 | 26 | 6 | 63 | 74 | 97 | 70 | 25 | 188 |
| **Total** | **2,540** | | | | **171** | **101** | **205** | **195** | **135** | **65** | | **513** | **701** | **295** | **305** | **2213** |

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 16-22 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 1/19/2016 | | | **In control:** | City Council |
| **On agenda:** | 1/26/2016 | | | **Final action:** | |
| **Title:** | Informational Agenda Item providing an inventory of city facilities and parks available for naming purposes. (City Manager) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Buildings and Parks Naming Inventory.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: January 19, 2016
Agenda Date: January 26, 2016
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr. AICP, City Manager
Requested Action:
Informational Agenda Item providing an inventory of city facilities and parks available for naming purposes.

## BACKGROUND:

City Council requested an inventory of parks and or facilities that are available to be named after residents or civic groups that have contributed historically, socially or economically toward the advancement of the City of Cocoa community.

City of Cocoa Code of Ordinances Chapter 2, Article 1, Section 2-9 establishes the method and procedure for naming certain city buildings, streets and parks. The authority to name city buildings, parks and streets is solely vested in the City Council and recommendations may come forth by the following means.

- The City Council
- The City Manager may make a recommendation to the City Council based on the City Manager's own initiative
- Any person or entity wishing to assist the City Council in determining the name of a city building, park or street shall submit an assistance petition to the City Manager for evaluation and a recommendation by the City Manager

Naming Guidelines:

1. Recognized geographic names
2. Natural historic features
3. Significant historic contributions to the city, State of Florida, or United States
4. Significant material or financial contributions to the city
5. Persons of historic service to the city
6. Persons of outstanding civic service to the city
7. Documented community support for the name

City Council is requested to review the list and provide, if any, recommendations for naming of parks and or facilities. It should be noted that Councilmember Blake has requested to name one of the Riverfront Park after the former principals of Monroe High. The City Manager has discussed with resident Dave Lightholder the naming of Manor Park after a deceased family member and he has personally invested and made improvements in the park and the City Manager is recommending Manor be renamed Autumn's Place.

## STRATEGIC PLAN CONNECTION:

Image and Civic Engagement - the naming of parks/facilities would promote civic engagement and civic pride if named for iconic contributory residents or civic groups.

## BUDGETARY IMPACT:

To be determined based on City Council action.

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Informational



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# Inventory of Parks and Facilities Available for Naming

Riverfront Park Facilities

- Covered Walkway- 2 named (Friley Knight and Ed Lanni), 4 available
- Interactive Fountain (Splash Pool)
- 2 Covered Picnic Table Pavilions
- Boardwalk with 2 smaller covered areas and 1 large covered area
- Volleyball Court

Note: Band shell/stage named after Al Trafford

Peachtree Park

- (Peachtree Street and Forrest Avenue)- No Structures

Carmalt Park

- (Carmalt Street and Forrest Avenue)- No Structures

Circle Park

- (Circle Drive and Manor Drive)- No Structures One Bench

Manor Park (City Manager Recommendation - Autumn's Place)

- Playground
- Picnic Table
- Swing Set

McFarland Park Facilities

- Boat Ramp
- T-Dock
- Covered Picnic Table

Helow Park

- Fiske Boulevard and Dixon Boulevard- No Structures

Fern and Prospect Park Facilities

- Playground
- Half-Court Basketball Court
- Large Covered Multifunctional Pavilion

Note: Fern and Prospect Park named via community survey with residents in 2004

Provost Park Facilities

- Pavilion with Kitchen Facilities
- Baseball Field

- Basketball Courts
- Soccer Field
- Rugby Field
- Playground

Cocoa Conservation Area

- Large Covered Multifunctional Space
- Restrooms

Travis Park

- Multifunctional Building
- Playground
- Two Volleyball Courts
- Half-Court Basketball Court

Junny Rios Martinez Park

- Tennis Courts
- Playground